

SALE OF
McCORMICK SELPH ORDNANCE UNIT
BY
TELEDYNE INDUSTRIES, INC.
TO
McCORMICK SELPH, INC.

CLOSING DOCUMENTS

CLOSING DATE: JULY 16, 1999

VOLUME II OF III

**SALE OF
McCORMICK SELPH ORDNANCE UNIT
BY TELEDYNE INDUSTRIES, INC.
TO McCORMICK SELPH, INC.**

A. Date: July 16, 1999

B. Time: 10:00 a.m.

C. Place: Offices of Gibson, Dunn & Crutcher LLP, New York, New York

Represented By: **Kenneth M. Doran**
Gibson, Dunn & Crutcher LLP

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J.F. Lehman & Company
450 Park Avenue • New York, NY 10022

Donald Glickman
Managing Partner

May 14, 1999

BY FACSIMILE

Teledyne Industries, Inc.
c/o Allegheny Teledyne Incorporated
1000 Six PPG Place
Pittsburgh, PA 15222-5479
Facsimile: (412) 394-3010

Attn.: Jon D. Walton, Senior Vice President, General Counsel and Secretary

Re: *McCormick Selph*

Dear Mr. Walton:

Reference is hereby made to that certain Asset Purchase and Sale Agreement, dated as of May 12, 1999, by and among Teledyne Industries, Inc. ("Teledyne") and J.F. Lehman Equity Investors I, L.P. ("JFLEI") (the "Asset Purchase Agreement"). Terms not otherwise defined herein shall have the same meanings ascribed to them in the Asset Purchase Agreement.

Pursuant to Section 9.1 of the Asset Purchase Agreement, JFLEI hereby notifies Teledyne that (i) JFLEI is not satisfied, for the reasons set forth below, with the information obtained or not obtained under Section 9.1(g), Section 9.1(h) or Section 9.1(i) of the Asset Purchase Agreement and (ii) that JFLEI hereby terminates the Asset Purchase Agreement in accordance with Section 9.1 thereof.

As we have indicated, however, JFLEI would like to continue to work with Teledyne to consummate the transactions contemplated by the Asset Purchase Agreement, and would agree to do so on the terms therein, except as set forth below:

1) The Asset Purchase Agreement must clearly state that the Seller's indemnity of the Purchaser for Excluded Liabilities including, without limitation, for MOG warranty claims (other than Environmental Losses which are specifically limited to a five-year period pursuant to Section 10.(g)) shall survive until the expiration of the applicable statute of limitations. In addition, the definition of Losses contained in Section 10.2(a) must be modified to include reasonable attorneys' fees and expenses.

2) Section 9.1 of the Asset Purchase Agreement must be modified to further condition the Purchaser's obligation to close on the receipt of consents to the assignments and/or novations of the AODS and Delta IV contracts.

3) The Asset Purchase Agreement should be modified to provide that the Seller will offer, at Purchaser's expense, transitional services to the Purchaser following the Closing Date in the areas described on Exhibit A.

4) The Seller will be responsible for severance payments, if any, which may be due and payable to Pat Carroll.

5) The Asset Purchase Agreement must be modified to provide that the existing relationship with Teledyne Japan will be continued on mutually acceptable terms following the Closing Date.

6) The Seller must continue efforts and capital expenditures prior to the Closing Date to cause McCormick Selph to become "Y2K Compliant."

7) The Seller should cause McCormick Selph to execute the open purchase orders with Autoliv NA for RDC and HACN.

Please forgive the formality of this notice which is mandated by the Asset Purchase Agreement. With the above modifications, we remain committed to move forward with the transaction as contemplated by the Asset Purchase Agreement.

J.F. LEHMAN EQUITY
INVESTORS, L.P.

By: JFL MANAGEMENT, L.L.C., its sole
General Partner

By:



Name: Donald Glickman
Title: Managing Member

EXHIBIT A

Certain essential services are currently provided by the Teledyne Ryan Aeronautical (TRA) to support the McCormick Sdph Ordinance (MSO) unit. These services may be required during a transition period as follows:

1.) Purchasing and Accounts Payable System

TRA provides and maintains the software and hardware used by MSO for the purchasing and accounts payable functions. TRA also processes and distributes accounts payable checks written against MSO's operating bank account. TRA currently charges approximately \$7,000.00 to \$10,000.00 per month for these services based on several allocation methods. Continuation of these services be required for four to six months after a close of sale on June 30, 1999.

2.) Payroll and Benefits Processing

TRA provides payroll processing services for MSO as the interface to the external ADP payroll service. TRA charges MSO approximately \$3,000.00 per month based on the number of payroll checks processed. TRA also maintains the benefits portion of the ADP system and charges MSO approximately \$3,000.00 per month for this effort. Continuation of these services may be required for one to three months after the close of sale.

3.) Internet Services

TRA provides and maintains the hardware and software that supports Internet Access for MSO. Approximately \$1,000.00 per month is allocated to MSO for these costs. Continuations of these services may be required for one to three months after the close of sale.

JAMES L. MURDY
Executive Vice President, Finance and Administration
and Chief Financial Officer



May 14, 1999

1000 Six PPG Place
Pittsburgh, PA 15222
Phone: 412.394.2820
Fax: 412.394.2842

Mr. Donald Glickman
Managing Member
J.F. Lehman Equity Investors I, L.P.
c/o J.F. Lehman & Company
450 Park Avenue
New York, NY 10022

Re: McCormick Selph

Dear Don:


Subject to good faith negotiation of the seven items set forth in your letter dated May 14, 1999, this letter hereby extends the Asset Purchase and Sale Agreement between Teledyne Industries, Inc. and J.F. Lehman Equity Investors I, L.P. dated as of May 12, 1999 (the "Agreement") to 6:00 PM (ET) on May 17, 1999.

In the event that agreement is not reached on the items set forth in the May 14, 1999 letter prior to such deadline, the Agreement shall terminate without liability of any party to the other party, provided that the provisions of Section 12.1 and 12.3 of the Agreement and Confidentiality Agreement will survive termination and will remain in full force and effect.

If you are in agreement with the foregoing extension, please sign this letter in the space provided below and return it to the undersigned via facsimile at 412/394-3010.

Sincerely,

TELEDYNE INDUSTRIES, INC.

By: 
James L. Murdy
Executive Vice President, Finance and
Administration and Chief Financial Officer

Agreed to as of the date written above:

J.F. LEHMAN EQUITY INVESTORS I, L.P.

By: JFL INVESTORS, L.L.C., its sole
General Partner

Name: Donald Glickman
Title: Managing Member

cc: Kenneth M. Doran

cc: DGreggio 11

J.F. Lehman & Company
450 Park Avenue • New York, NY 10022

Donald Glickman
Partner

RECEIVED

JUN 16 1999

LAW DEPT. ATI

June 15, 1999

Mr. Jon D. Walton
Senior Vice President, General Counsel & Secretary
Teledyne Industries, Inc.
c/o Allegheny Teledyne Incorporated
1000 Six PPG Place
Pittsburgh, PA 15222

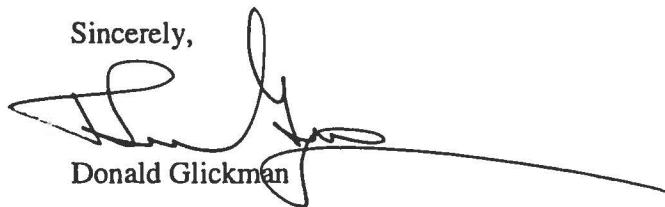
Dear Sir:

Pursuant to Section 8(b)(i) of the Amended and Restated Asset Purchase and Sale Agreement by and between Teledyne Industries, Inc. and J.F. Lehman Equity Investors I, L.P. dated as of May 17, 1999, enclosed please find a summary description of the benefit plans to be provided to Transferred Employees. As noted in the attached executive summary, we have been able to maintain the existing benefit programs in practically all cases (other than the existing pension plan and associated liabilities, which are not included in the transaction).

Please note that we are awaiting final confirmation regarding the transferability of the current 401(k) plan administered by Merrill Lynch. We expect to receive this confirmation by the end of this week.

Should you have any questions or require additional information, please do not hesitate to call me at (212) 634-1160 or Louis Mintz at (212) 634-1174.

Sincerely,



Donald Glickman

cc: James L. Murdy (w/enclosures)
Kenneth M. Doran (w/enclosures)

McCormick Selph Ordnance

Executive Summary

Aon Consulting has reviewed the information provided by McCormick Selph Ordnance for their Health and Welfare Benefit Programs, with instructions to accomplish the following:

- Design a new benefits program for the employees of McCormick Selph Ordnance providing benefits which are substantially the same as those offered by Teledyne Ryan Aeronautical.
- Obtain costs and administrative procedures to effect placement of contracts as of the anticipated sale closure date of June 30, 1999 (July 1, 1999).
- Assist in the transition of these benefit programs in order to accommodate the least amount of disruption to current MSO employees and those being transferred to the SDI program.

Wherever possible, Aon Consulting has negotiated with the current Teledyne carriers to extend the current contract benefits and rates through the end of 1999. In certain instances where this has not been possible, we have negotiated with like providers to duplicate the benefits and services currently provided. Below please find the results of our negotiations:

- The current Pacificare and Lifeguard HMO benefit programs will be duplicated for MSO at the current Teledyne rates through December 31, 1999.
- As we were unable to obtain a United HealthCare contract for the current 7 participants, Lifeguard has offered two PPO options for consideration. Although final rates have not yet been determined for this option, Lifeguard has indicated their expectation that the rates would not exceed what is currently being charged by United HealthCare. We have therefore utilized the current United HealthCare rates for premium planning purposes. Lifeguard's PPO option does not completely duplicate the current United HealthCare plan. We have illustrated the two options which come closest to the current plan design - one offering a slightly increased benefit, and one offering a slightly decreased benefit. MSO must make the decision of which plan to offer, considering it will be reflected in the rates.
- It will not be possible to offer a Kaiser contract at this time, due to low participation. The current Kaiser enrollees will need to choose between Pacificare and Lifeguard.
- Delta Dental will duplicate the current in force PPO plan, and also include a prepaid Dental plan option to replace the Teledyne CIGNA plan. There are

currently 10 participants under the CIGNA prepaid plan. However, Delta is unable to duplicate the current Teledyne rates for MSO, as Teledyne currently has a retention program due to its size. They anticipate an increase to the PPO rates of approximately 4%, and anticipate their prepaid plan rates to be approximately the same as the current CIGNA rates. We have used these rate assumptions.

- Prudential is the current underwriter of the Long Term Disability program. They anticipate being able to duplicate the current contract for MSO, although they may need to replace some of the benefit provisions with standard contractual language due to MSO's group size. Many of the Teledyne provisions were customized. We do not anticipate this to negatively affect the program. At this time they also anticipate being able to duplicate the current Teledyne rate of \$0.60 per \$100 of covered payroll through December 31, 1999.
- Aon Consulting has also negotiated with Prudential to provide the balance of the ancillary benefits, which include Life and Accidental Death and Dismemberment insurance for employees, spouses and families, Personal Accident Insurance and Voluntary Life Insurance. At present they anticipate their ability to duplicate the current programs, subject to their standard contract language, at the current rates.
- The current Section 125 Flexible Spending Program (HealthCare and Dependent Care Spending Accounts) is administered by Watson-Wyatt in Denver. Included you will find a proposal from Aon Consulting's Flexible Benefits Unit to assume these administrative responsibilities effective July 1, 1999. Claims incurred by MSO employees prior to June 30, 1999 will need to be submitted for reimbursement to their current Flexible Spending Account administrators. Claims incurred after July 1, 1999 would be submitted to Aon Consulting for reimbursement.

It was our expectation that duplication of the current programs for the MSO employees would result in a slightly increased premium to MSO. The size of the new group, as well as its demographics contributes significantly to this expectation. Our premium summary illustrates, however, an increase in premium of approximately 2%. In our experience, this is quite favorable. Please note that these premium figures are gross costs, and are exclusive of any employee contributions to the benefit program, as well as any employee funded benefits (such as Voluntary Life or Personal Accident coverages.)

As requested, we have also provided a comparison of benefits to the SDI program. The benefit programs, while underwritten by different providers, provide substantially the same benefits, and should not cause any employee unrest.

Aon Consulting is pleased to present the results of our negotiations in the attached report. We look forward to continuing to be of assistance to McCormick Selph Ordinance through this transition.

McCormick Selph Ordnance

Comparison of Medical Plan Benefits

PLAN DESIGN	Current Plans					New Plans effective 7/1/99					
	Pacificare	Lifeguard	United HealthCare		Kaiser	Pacificare	Lifeguard	Lifeguard PPO Option 1		Lifeguard PPO Option 2	
			In-Network	Out-of-Network				In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible	None	None	\$200/Individual \$400/Family	\$400/Individual \$1,200/Family	None	None	None	\$150/Individual	\$150/Individual	\$250/Individual	\$250/Individual
Lifetime Maximum	Unlimited	Unlimited	\$1,000,000	\$1,000,000	Unlimited	Unlimited	Unlimited	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Annual Copayment Limit	\$800/individual \$2,400/family	\$1,500/individual \$3,000/family	\$1,500/Individual \$3,000/Family	\$2,500/Individual \$5,000/Family	\$1,500/Individual \$3,000/Family	\$800/individual \$2,400/family	\$1,500/individual \$3,000/family	\$1,500/Individual	\$2,500/Individual	\$2,000/Individual	\$3,000/Individual
Physicians Office Visits	\$5 Copay	\$5 Copay	90% after deductible	70% after deductible	\$5 Copay	\$5 Copay	\$5 Copay	\$10 Copay	70% after deductible	\$10 Copay	70% after deductible
In Hospital Services	100%	100%	90% after deductible	70% after deductible	100%	100%	100%	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Emergency Care	\$35 copay; waived if admitted	\$25 copay, waived if admitted	90% after deductible	70% after deductible	\$5 Copay	\$35 copay; waived if admitted	\$25 copay, waived if admitted	90% after deductible	70% after deductible	90% after deductible	70% after deductible
Inpatient Mental Health and Alcohol & Substance Abuse Benefits	100% 30 days per calendar year, coordinated through Pacificare Behavioral Health	100% 30 days per calendar year for Mental Health admission; 100% for chemical detoxification; 50% up to \$16,000 lifetime for substance abuse rehabilitation	80% after deductible if care arranged through facilitator	50% of the first \$400 per day	100%; 30 days per calendar year	100% 30 days per calendar year, coordinated through Pacificare Behavioral Health	100% 30 days per calendar year for Mental Health admission; 100% for chemical detoxification; 50% up to \$16,000 lifetime for substance abuse rehabilitation	80% after deductible; 30 days per calendar year	50% after deductible; 30 days per calendar year	80% after deductible; 30 days per calendar year	50% after deductible; 30 days per calendar year
Outpatient Mental Health and Alcohol & Substance Abuse Benefits	\$0 copay for 1st - 5th visit \$10 copay for 6th - 10th visit \$15 copay for 11th - 20th visit Coordinated through Pacificare Behavioral Health, limited to 20 visits per calendar year. 100% for chemical dependency.	Mental Health - \$20 copay, 20 visits per calendar year Substance Abuse - 50% up to \$16,000 lifetime	80% after deductible if care arranged through facilitator	50% of \$70 per visit	Mental Health - \$20 copay, 20 visits per calendar year Substance Abuse - \$5 copay per visit, no limit	\$0 copay for 1st-5th visit; \$10 copay for 6th-10th visit; \$15 copay for 11th-20th visit Coordinated through Pacificare Behavioral Health, limited to 20 visits per calendar year. 100% for chemical dependency.	Mental Health - \$20 copay, 20 visits per calendar year Substance Abuse - 50% up to \$16,000 lifetime	\$20 copay, 20 visits per calendar year	50% after deductible, 20 visits per calendar year	\$20 copay, 20 visits per calendar year	50% after deductible, 20 visits per calendar year
Prescription Drug Coverage	Formulary Only \$5/generic \$10/brand name	Open Formulary \$5/generic \$10/brand name	\$5 copay; 70% thereafter at PCS participating pharmacies	\$5 copay; 70% thereafter at PCS participating pharmacies	\$5 Copay	Formulary Only \$5/generic \$10/brand name	Open Formulary \$5/generic \$10/brand name	Open Formulary \$10/generic \$15/brand name	Open Formulary \$10/generic \$15/brand name	Open Formulary \$10/generic \$15/brand name	Open Formulary \$10/generic \$15/brand name
Preventive Care	\$5 copay	\$5 copay	100%	70% after deductible for annual gyn exam only. Routine Physicals, immunizations and well child care not covered.	\$5 Copay	\$5 copay	\$5 copay	\$10 copay	70% after deductible for annual gyn exam only. Routine Physicals, immunizations and well child care not covered.	\$10 copay	70% after deductible for annual gyn exam only. Routine Physicals, immunizations and well child care not covered.

McCormick Selph Ordinance

Comparison of Dental Plan Benefits

	Current Plan Delta Dental PPO	Current Plan CIGNA Prepaid Plan	New Plan Delta Dental PPO	New Plan Delta Dental Prepaid Plan 2
Deductible - Applies to Basic & Major Services Only	\$50	None	\$50	None
Maximum Family Deductible	\$150	None	\$150	None
Calendar Year Max	Not Stated	N/A	Not Stated	N/A
Diagnostic/ Preventive	100%; deductible waived	100%	100%; deductible waived	100%
Basic Services	75%	100%	75%	100%
Major	50%	Scheduled copayments	50%	Scheduled copayments
Orthodontia	50%	Not Covered	50%	Not Covered
Ortho Deductible	Not Stated	N/A	Not Stated	N/A
Adult & Child(ren) or Child(ren) only	Children to age 19 only	N/A	Children to age 19 only	N/A
Orthodontia Lifetime Maximum	Not Stated	N/A	Not Stated	N/A
Periodontics / Endodontics	Covered under Basic	Not Stated	Covered under Basic	Not Stated

**Copayment schedule to follow*

McCormick Selph Ordnance

Long Term Disability Plan Benefits

	Current Plan Prudential
Monthly LTD Rate	\$0.60
Monthly Covered Payroll	\$389,762
Monthly LTD Premium	\$2,339
Annual Premium	\$28,062.86
BENEFIT PERCENTAGE:	60.00%
MONTHLY MAXIMUM	\$8,000
SS INTEGRATION:	Full Family
ELIMINATION PERIOD:	180 Days
DEFINITION OF DISABILITY:	Unable to perform your job due to illness or injury for a period of 12 months. After 12 months, unable to perform any job suited to you by education or training.
DURATION OF BENEFITS:	SSNRA

McCormick Selph Ordnance

Group Life and AD&D Plan Benefits

	Current Plan United	New Plan Prudential
Basic Monthly Rate	\$0.47	\$0.47
Life Volume	\$1,015,000	\$1,015,000
Dependent Benefit @ \$0.30 per unit	\$33	\$33
Calculated Monthly Premium*	\$509.75	\$509.75
Calculated Annual Premium	\$6,117.00	\$6,117.00
Life Amount	Plan 1 - \$5,000 Plan 2 - One times basic annual earnings	Plan 1 - \$5,000 Plan 2 - One times basic annual earnings
AD&D Amount	same	same
Spouse/Child Benefit	Incremental benefits based upon age and family status	Incremental benefits based upon age and family status
Benefit Reduction	Reduces to 65% at age 65; further reduces to 50% at age 70	Reduces to 65% at age 65; further reduces to 50% at age 70

**Assumes all employees select Plan 1.*

JUN. 30. 1999 2:05PM A T I LAW DEPARTMENT PGH

NO. 9884 P. 2/5

12

JAMES L. MURPHY
Executive Vice President, Finance and Administration
and Chief Financial Officer



**ALLEGHENY
TELEDYNE**
INCORPORATED

1000 Six FPG Place
Pittsburgh, PA 15222
Phone 412.394.2820
Fax 412.394.2842

June 30, 1999

J.P. Lehman Equity Investors I, L.P.
c/o J.F. Lehman & Company
450 Park Avenue
New York, NY 10022

Attention: **Mr. Donald Glickman**
Managing Member

**Re: Amended and Restated Asset Purchase and Sale Agreement by and between
Teledyne Industries, Inc., and J.F. Lehman Equity Investors I, L.P. dated as of
May 17, 1999 (the "Agreement"), relating to McCormick Selph Ordnance Unit**

Dear Don:

This letter sets forth our agreement pursuant to Section 3.1 of the above-referenced Agreement to close the transactions contemplated by the Agreement on July 16, 1999, or such other date as the Purchaser and the Seller may agree, but in no event later than July 30, 1999.

This letter also amends Section 11.1(b)(i) and Section 11.1(c)(i) of the Agreement by substituting July 30, 1999, for June 30, 1999. Accordingly, July 30, 1999 will be the earliest date on which the Purchaser and the Seller may terminate the Agreement under Section 11.1(b) and Section 11.1(c), respectively.

In addition, this letter amends the second sentence of Section 6.4 of the Agreement by substituting December 31, 1999, for June 30, 2000. Accordingly, December 31, 1999 will be the date through which the Autoliv Purchase Orders will need to be extended.

Unless otherwise defined in this letter, capitalized terms used in this letter shall have the meanings ascribed to such terms in the Agreement. Except as amended hereby, all other provisions of the Agreement will remain in full force and effect.

J. F. Lehman Equity Investors I, L.P.

June 30, 1999

Page 2

If you are in agreement with the foregoing extension and amendment, please sign this letter in the space provided below and return it to the undersigned via facsimile at 412-394-3010.

Sincerely,

TELEDYNE INDUSTRIES, INC.

By:

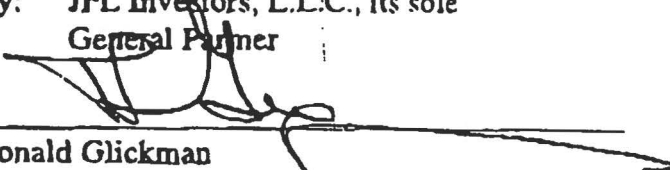

James L. Murdy

Executive Vice President, Finance and
Administration and Chief Financial Officer

AGREED TO, intending to be legally bound,
as of the date written above:

J. F. LEHMAN EQUITY INVESTORS I, L.P.

By: JFL Investors, L.L.C., its sole
General Partner


Donald Glickman
Managing Member

cc: Kenneth M. Doran

JAMES L. MURDY
Executive Vice President, Finance and Administration
and Chief Financial Officer



1000 Six PPG Place
Pittsburgh, PA 15222
Phone: 412.394.2820
Fax: 412.394.2842

July 16, 1999

McCormick Selph, Inc.
c/o J. F. Lehman & Company
450 Park Avenue
New York, New York 10022

Attention: Mr. Keith Oster
Vice President and Secretary

Re: Amended and Restated Asset Purchase and Sale Agreement by and
between Teledyne Industries, Inc., and McCormick Selph, Inc., as
assignee of J. F. Lehman Equity Investors 1, L.P., dated as of
May 17, 1999, as amended, (the "Agreement"), relating to
McCormick Selph Ordinance Unit

Dear Keith:

This letter sets forth our agreement with respect to the offset obligations under Purchase Order P-3198643 between McCormick Selph Ordinance Unit of Teledyne Industries, Inc. and Lockheed Martin Vought Systems (the "Purchase Order").

In the event that McCormick Selph, Inc. ("Buyer") generates offset credits which may be used to met the offset requirements of the Purchase Order, Buyer shall transfer such credits to Teledyne Industries, Inc. to permit Teledyne Industries, Inc. to satisfy its offset obligations under the Purchase Order.

This letter also sets forth our agreement that Teledyne Industries, Inc. will make available to the Buyer the services of John Kemble through August 30, 1999 to the extent Mr. Kemble remains an employee of Teledyne Industries, Inc. , provided that the Buyer reimburses Teledyne Industries, Inc. for the costs of Mr. Kemble's salary and benefits during such period with payment to be made by Buyer within thirty days of receipt of an invoice.

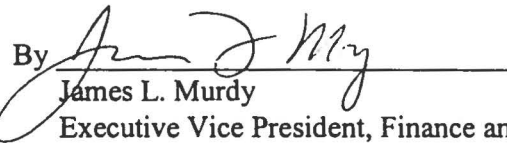
Unless otherwise defined in this letter, capitalized terms used in this letter shall have the meanings ascribed to such terms in the Agreement. Except as amended hereby, all other provisions of the Agreement will remain in full force and effect.

McCormick Selph, Inc.
July 16, 1999
Page 2

If you are in agreement with the foregoing letter, please sign this letter in the space provided below and return it to the undersigned via facsimile at 412-394-3010.

Sincerely,

TELEDYNE INDUSTRIES, INC.

By 
James L. Murdy
Executive Vice President, Finance and
Administration and Chief Financial Officer

AGREED TO, intending to be legally
bound as of the date written above:

McCORMICK SELPH, INC.

Keith Oster
Vice President and Secretary

McCormick Selph, Inc.
July 16, 1999
Page 2

If you are in agreement with the foregoing letter, please sign this letter in the space provided below and return it to the undersigned via facsimile at 412-394-3010.

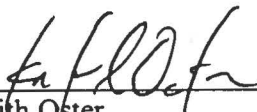
Sincerely,

TELEDYNE INDUSTRIES, INC.

By _____
James L. Murdy
Executive Vice President, Finance and
Administration and Chief Financial Officer

AGREED TO, intending to be legally
bound as of the date written above:

McCORMICK SELPH, INC.



Keith Oster
Vice President and Secretary

JAMES L. MURDY
Executive Vice President, Finance and Administration
and Chief Financial Officer



1000 Six PPG Place
Pittsburgh, PA 15222
Phone: 412.394.2820
Fax: 412.394.2842

July 16, 1999

McCormick Selph, Inc.
c/o J. F. Lehman & Company
450 Park Avenue
New York, New York 10022

Attention: Mr. Keith Oster
Vice President and Secretary

Re: Amended and Restated Asset Purchase and Sale Agreement by and between Teledyne Industries, Inc. (the "Seller") and McCormick Selph, Inc. ("Buyer"), as assignee of J. F. Lehman Equity Investors 1, L.P., dated as of May 17, 1999, as amended, (the "Agreement"), relating to McCormick Selph Ordnance Unit

Dear Keith:

This letter sets forth our agreement with respect to guaranty and indemnity obligations undertaken or retained by Seller pursuant to any customer consents obtained or novation agreements entered into by Seller as of the date hereof or after the date hereof in connection with the above transaction (the "Specified Obligations"). As used herein, the term "Customer Consents" shall mean consents from customers with respect to contracts listed on Schedule 2.1(d) to the Agreement.

In the event that Seller is called upon to satisfy any Specified Obligation, Buyer shall indemnify, defend and hold harmless Seller and promptly reimburse Seller with respect to all Losses arising or resulting from or related to such Specified Obligations without regard to any limitation in Section 10.3 of the Agreement or other limitations.

In the event that Seller is required to waive any rights, claims or defenses against any customer of Seller pursuant to any customer consents obtained or novation agreements entered into by Seller as of the date hereof or after the date hereof in connection with the above transaction and such rights, claims or defenses have been assigned or otherwise transferred to Buyer in connection with the above transaction, Buyer shall, at the request of the Seller, assert such rights, claims or defenses for the benefit of the Seller.

Unless otherwise defined in this letter, capitalized terms used in this letter shall have the meaning ascribed to such terms in the Agreement. Except as amended hereby, all other provisions of the Agreement will remain in full force and effect and it is understood and agreed

McCormick Selph, Inc.

July 16, 1999

Page 2

that the provisions of Sections 10.4 and 10.5 of the Agreement shall apply to the obligations of the Buyer set forth in the two preceding paragraphs.

If you are in agreement with the foregoing letter, please sign this letter in the space provided below and return it to the undersigned via facsimile at 412-394-3010.

Sincerely,

TELEDYNE INDUSTRIES, INC.

By _____

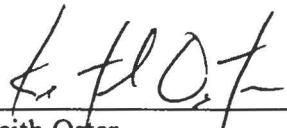
James L. Murdy

Executive Vice President, Finance and

Administration and Chief Financial Officer

AGREED TO, intending to be legally
bound as of the date written above:

McCORMICK SELPH, INC.



Keith Oster
Vice President and Secretary

NA991960.212/3+

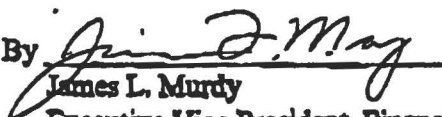
McCormick Selph, Inc.
July 16, 1999
Page 2

that the provisions of Sections 10.4 and 10.5 of the Agreement shall apply to the obligations of the Buyer set forth in the two preceding paragraphs.

If you are in agreement with the foregoing letter, please sign this letter in the space provided below and return it to the undersigned via facsimile at 412-394-3010.

Sincerely,

TELEDYNE INDUSTRIES, INC.

By 
James L. Murdy
Executive Vice President, Finance and
Administration and Chief Financial Officer

AGREED TO, intending to be legally
bound as of the date written above:

MCCORMICK SELPH, INC.

Keith Oster
Vice President and Secretary

NA991960.212/3+

KIRKPATRICK & LOCKHART LLP

1500 OLIVER BUILDING
PITTSBURGH, PENNSYLVANIA 15222-2312

TELEPHONE (412) 355-6500

FACSIMILE (412) 355-6501

www.kl.com

THOMAS A. DONOVAN
(412) 355-6466
DONOVATA@KL.COM

May 27, 1999

VIA HAND DELIVERY

Melanie Cibik, Esquire
Allegheny Teledyne Incorporated
1000 Six PPG Place
Pittsburgh, PA 15222


RE: **McCormick Selph**

Dear Melanie:

Enclosed for your files is a copy of the Federal Trade Commission's letter acknowledging receipt of the Premerger Notification forms from Allegheny Teledyne Incorporated and J. F. Lehman Equity Investors I, L.P., in connection with the sale of the assets of the McCormick Selph ordinance unit. The waiting period under Hart-Scott-Rodino will expire on June 19, 1999 unless it is terminated early or extended by a Second Request.

If you have any questions, please give me a call.

Sincerely,



Thomas A. Donovan

TAD/lak
Enclosure

cc: David Grecco, Esq. (w/encl.)

PI-376555.01



UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

Bureau of Competition
Premerger Notification Office

May 24, 1999

Thomas A Donovan,
Jon D Walton
Kirkpatrick & Lockhard LLP
1500 Oliver Building
Pittsburgh, PA 15222

Re: Premerger Notification Requirements Under the Hart-Scott-Rodino Antitrust
Improvements Act of 1976

Dear Mr Donovan :

This office and the Antitrust Division of the Department of Justice received completed Notification and Report Forms from all parties to the proposed acquisition by J.F. Lehman Equity Investors I, L.P. of certain assets of McCormick Selph Ordance business unit of Teledyne Industries from Allegheny Teledyne Incorporated . The waiting period required by Section 7A(b)(1) of the Clayton Act, 15 U.S.C. Section 18a(b)(1) began on May 20, 1999 , and will expire at 11:59 p.m. on June 19, 1999 , unless extended by a request for additional information or documentary material or unless early termination of the waiting period is granted pursuant to 16 C.F.R. Section 803.11.

If you should have any questions concerning this matter, please refer to identification number 19992835 .

Sincerely,

James H Ferkingstad
Investigator
Premerger Notification Office
Bureau of Competition
(202) 326-3100

AFFIDAVIT

Made Pursuant to Section 803.5 of the
Rules Promulgated Under Hart-Scott-Rodino
Antitrust Improvements Act of 1976

COMMONWEALTH OF PENNSYLVANIA

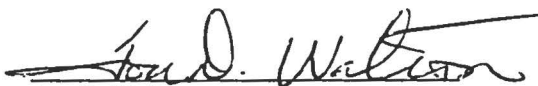
COUNTY OF ALLEGHENY

)
)
)

ss:

I, Jon D. Walton, being duly sworn, do hereby depose and state that:

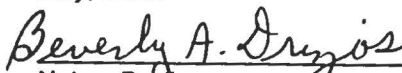
1. I am Senior Vice President, General Counsel and Secretary of Allegheny Teledyne Incorporated ("ATI").
2. J. F. Lehman Equity Investors I, L.P. ("Lehman") and Teledyne Industries, Inc. ("Teledyne"), a wholly-owned subsidiary of ATI, have executed an Amended and Restated Asset Purchase and Sale Agreement dated as of May 17, 1999 (the "Agreement"), a copy of which is being filed with the Form referred to in paragraph 3 below, pursuant to which Lehman would acquire substantially all of the assets and business of the McCormick Selph Ordnance business unit of Teledyne Ryan Aeronautical, which is a division of Teledyne, for approximately \$39 million in cash and the assumption of approximately \$3.9 million in liabilities.
3. I am executing this Affidavit on behalf of ATI pursuant to 16 C.F.R. § 803.5(b) in connection with the Premerger Notification and Report Form that the Company is filing with the Federal Trade Commission and the Antitrust Division of the Department of Justice in connection with the aforementioned transaction.
4. Subject to the terms and conditions of the Agreement, ATI has a good faith intention of consummating the aforementioned transaction.


Jon D. Walton

SWORN TO AND SUBSCRIBED

before me this 19 day of

May, 1999.


Beverly A. Drizos
Notary Public

Notarial Seal
Beverly A. Drizos, Notary Public
Pittsburgh, Allegheny County
My Commission Expires June 4, 2002

Member, Pennsylvania Association of Notaries

3084-0005

NOTIFICATION AND REPORT FORM FOR CERTAIN MERGERS AND ACQUISITIONS

FOR OFFICE USE ONLY

TRANSACTION NUMBER

▶ Attach the Affidavit required by § 803.5 to this page

IS THIS ACQUISITION A CASH TENDER OFFER?

☐ YES ☒ NO

☐ CTO ☐ ETR

DO YOU REQUEST EARLY TERMINATION OF THE WAITING PERIOD? (Grants of early termination are published in the Federal Register.)

☒ YES ☐ NO

ITEM 1

(a) NAME AND HEADQUARTERS ADDRESS OF PERSON FILING

Allegheny Teledyne Incorporated
1000 Six PPG Place
Pittsburgh, PA 15222-5479

(b) PERSON FILING NOTIFICATION IS

☐ an acquiring person ☒ an acquired person ☐ both

(c) LIST NAMES OF ULTIMATE PARENT ENTITIES OF ALL ACQUIRING PERSONS

J. F. Lehman Equity Investors I, L.P.

LIST NAMES OF ULTIMATE PARENT ENTITIES OF ALL ACQUIRED PERSONS

Allegheny Teledyne Incorporated

(d) THIS ACQUISITION IS (put an X in all the boxes that apply)

- ☒ an acquisition of assets
☐ a merger (see § 801.2)
☐ an acquisition subject to § 801.2(e)
☐ a formation of a joint venture or other corporation (see § 801.40)
☐ an acquisition subject to § 801.30 (specify type)
☐ other (specify)
☐ a consolidation
☐ an acquisition of voting securities
☐ a secondary acquisition
☐ an acquisition subject to § 801.31

(e) INDICATE THE HIGHEST NOTIFICATION THRESHOLD IN § 801(b) FOR WHICH THIS FORM IS BEING FILED (acquiring person only)

☐ \$15 million ☐ 15% ☐ 25% ☐ 50%

(f) VALUE OF VOTING SECURITIES TO BE ACQUIRED
N/A

VALUE OF ASSETS
Approx. \$ 42.9 million

(g) PUT AN "X" IN THE APPROPRIATE BOX TO DESCRIBE ENTITY FILING NOTIFICATION

☒ Corporation ☐ Partnership ☐ Other (Specify)

(h) DATA FURNISHED

☒ calendar year ☐ fiscal year (specify period) ____ (month/year) to ____ (month/year)

THIS FORM IS REQUIRED BY LAW and must be filed separately by each person which, by reason of a merger, consolidation or acquisition, is subject to § 7A of the Clayton Act, 15 U.S.C. § 18a, as added by Section 201 of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, Pub. L. No. 94-435, 90 Stat. 1390, and rules promulgated thereunder (hereinafter referred to as "the rules" or by section number). The statute and rules are set forth in the Federal Register at 43 FR 33450; the rules may also be found at 16 CFR Parts 801-03. Failure to file this Notification and Report Form, and to observe the required waiting period before consummating the acquisition in accordance with the applicable provisions of 15 U.S.C. § 18a and the rules, subjects any "person," as defined in the rules, or any individuals responsible for noncompliance, to liability for a penalty of not more than \$10,000 for each day during which such person is in violation of 15 U.S.C. § 18a.

All information and documentary material filed in or with this Form is confidential. It is exempt from disclosure under the Freedom of Information Act, and may be made public only in an administrative or judicial proceeding, or disclosed to Congress or to a duly authorized committee or subcommittee of Congress.

Complete and return two notarized copies (with one set of documentary attachments) of this Notification and Report Form to Premerger Notification Office, Bureau of Competition, Room 303, Federal Trade Commission, Washington, D.C. 20580, and three notarized copies (with one set of documentary attachments) to Department of Justice, Antitrust Division, Office of Operations, Premerger Notification Unit, Patrick Henry Building, 601 D Street, NW, Room 10-013, Washington, D.C. 20530. The central office for information and assistance with respect to matters in connection with this Notification and Report Form is Room 303, Federal Trade Commission, Washington, D.C. 20580, phone (202) 326-3100.

DISCLOSURE NOTICE - Public reporting burden for this report is estimated to vary from 8 to 160 hours per response, with an average of 39 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this report, including suggestions for reducing this burden, to:

Premerger Notification Office
H-303
Federal Trade Commission
Washington, D.C. 20580

Office of Information and
Regulatory Affairs,
Office of Management and Budget
Washington, DC 20503

NAME OF PERSON FILING NOTIFICATION

ALLEGHENY TELEDYNE INCORPORATED

DATE

May 19, 1999

PUT AN X IN THE APPROPRIATE BOX AND GIVE THE NAME AND ADDRESS OF ENTITY FILING NOTIFICATION (if other than ultimate parent entity)

☒ NA☐ This report is being filed on behalf of a foreign person pursuant to § 803.4.☐ This report is being filed on behalf of the ultimate parent entity by another entity within the same person authorized by it to file pursuant to § 803.2(a).

NAME OF ENTITY FILING NOTIFICATION

ADDRESS

(j) NAME AND ADDRESS OF ENTITY MAKING ACQUISITION OR WHOSE ASSETS OR VOTING SECURITIES ARE BEING ACQUIRED IF DIFFERENT FROM THE ULTIMATE PARENT ENTITY IDENTIFIED IN ITEM 1(a)

Teledyne Industries, Inc.
2049 Century Park East
Suite 1500
Los Angeles, California 90067-3101

PERCENT OF VOTING SECURITIES HELD BY EACH ENTITY IDENTIFIED IN ITEM 1(a)

100%

ITEM 2

2(a) DESCRIPTION OF ACQUISITION

Acquiring Person

J. F. Lehman Equity Investors I, L.P. ("Lehman")
c/o J.F. Lehman & Company
450 Park Avenue, Sixth Floor
New York, NY 10022

Acquired Person

Allegheny Teledyne Incorporated ("ATI")
1000 Six PPG Place
Pittsburgh, PA 15222-5479

McCormick Selph Ordnance Unit of
Teledyne Industries, Inc.
3601 Union Road
Post Office Box 6
Hollister, CA 95024-0006

Lehman and Teledyne Industries, Inc. ("Teledyne"), an indirect wholly-owned subsidiary of ATI, have executed an Amended and Restated Asset Purchase and Sale Agreement dated as of May 17, 1999 (the "Agreement"), a copy of which is attached as Exhibit 1, pursuant to which Lehman (or an affiliate of Lehman) would acquire substantially all of the assets and business of the McCormick Selph Ordnance business unit ("McCormick Selph") of Teledyne Ryan Aeronautical, which is a division of Teledyne, for approximately \$39 million in cash (subject to a working capital adjustment) and the assumption of approximately \$3.9 million in liabilities. Completion of the acquisition is subject to certain conditions, including the expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976. The parties expect to close the transaction as soon as practicable following the satisfaction or waiver of these conditions, including the expiration or early termination of the waiting period.

2(b)(i) ASSETS TO BE ACQUIRED (to be completed only for assets acquisitions)

Under the Agreement, Lehman would acquire substantially all of the assets and business of McCormick Selph for approximately \$39 million in cash (subject to a working capital adjustment) and the assumption of approximately \$3.9 million in liabilities. See Agreement Section 2.1. McCormick Selph's assets include accounts receivable, inventories, intellectual property, real property, plant and equipment. McCormick Selph's manufacturing plant is located in Hollister, California. The parties have agreed upon an allocation of the purchase price among specific categories of assets as described in Exhibit E of the Agreement.

2(b)(ii) ASSETS HELD BY ACQUIRING PERSON

N/A

2(c) VOTING SECURITIES TO BE ACQUIRED

N/A

(c)(i) LIST AND DESCRIPTION OF VOTING SECURITIES AND LIST OF NON-VOTING SECURITIES:

N/A

(c)(ii) TOTAL NUMBER OF SHARES OF EACH CLASS OF SECURITY:

N/A

(c)(iii) TOTAL NUMBER OF SHARES OF EACH CLASS OF SECURITY BEING ACQUIRED:

N/A

(c)(iv) IDENTITY OF PERSONS ACQUIRING SECURITIES:

N/A

NAME OF PERSON FILING NOTIFICATION

ALLEGHENY TELEDYNE INCORPORATED

DATE

May 19, 1999

(c)(v) DOLLAR VALUE OF SECURITIES IN EACH CLASS BEING ACQUIRED:

N/A

(c)(vi) TOTAL NUMBER OF EACH CLASS OF SECURITIES HELD BY ACQUIRING PERSON AS A RESULT OF THE ACQUISITION:

N/A

(c)(vii) PERCENTAGE OF EACH CLASS OF SECURITIES HELD BY ACQUIRING PERSON AS A RESULT OF THE ACQUISITION:

N/A

(c)(viii) DOLLAR VALUE OF SECURITIES TO BE HELD AS A RESULT OF THE ACQUISITION:

N/A

(d) SUBMIT A COPY OF THE MOST RECENT VERSION OF CONTRACT OR AGREEMENT (or letter of intent to merge or acquire)

DO NOT ATTACH THIS DOCUMENT TO THIS PAGE. ATTACHMENT OR REFERENCE NUMBER OF CONTRACT OR AGREEMENT: 1

ITEM 3

ASSETS AND VOTING SECURITIES HELD AS A RESULT OF THE ACQUISITION

(a) PERCENTAGE OF ASSETS: Approximately 1.3%

(b) PERCENTAGE OF VOTING SECURITIES: N/A

(c) AGGREGATE TOTAL VALUE: Approximately \$42.9 million

ITEM 4

PERSONS FILING NOTIFICATION MAY PROVIDE BELOW AN OPTIONAL INDEX OF DOCUMENTS REQUIRED TO BE SUBMITTED BY ITEM 4 (see item by item instructions). THESE DOCUMENTS SHOULD NOT BE ATTACHED TO THIS PAGE.

(a) DOCUMENTS FILED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION	ATTACHMENT OR REFERENCE NUMBER
Allegheny Teledyne Incorporated Form 10-K for the fiscal year ended December 31, 1998	2
Allegheny Teledyne Incorporated Form 10-Q for the quarter ended March 31, 1999	3
Allegheny Teledyne Incorporated Notice of 1999 Annual Meeting of Stockholders and Proxy Statement dated March 18, 1999	4
(b) ANNUAL REPORTS, ANNUAL AUDIT REPORTS, AND REGULARLY PREPARED BALANCE SHEETS	ATTACHMENT OR REFERENCE NUMBER
1998 Allegheny Teledyne Annual Report	5
(c) STUDIES, SURVEYS, ANALYSES, AND REPORTS	ATTACHMENT OR REFERENCE NUMBER
Lincoln Partners LLC, Confidential Information Memorandum, October 1998	6
McCormick Selph, Management Presentation, October 1998	7
Memorandum from J. Lawson et al. to J. Murdy et al., November 6, 1998	8
Memorandum from J. Lawson et al. to J. Murdy et al., January 15, 1999	9
Lincoln Partners LLC, McCormick Selph Business Update, February 3, 1999	10
1999 McCormick Selph, Comparison of February 15, 1999 Forecast to Offering Memorandum, February 15, 1999	11
McCormick Selph, Management Presentation, March 2, 1999	12

NAME OF PERSON FILING NOTIFICATION

ALLEGHENY TELEDYNE INCORPORATED

DATE

May 19, 1999

Lincoln Partners, Questions from J. F. Lehman and Responses, April 13, 1999

13

Lincoln Partners, Summary of Conversation with J. F. Lehman, March 31, 1999

14

ITEM 5

(See the "References" listed in the General Instructions to the Form. Refer to the 1987 edition of the Standard Industrial Classification Manual for the 4-digit (SIC Code) Industry codes; Refer to the Numerical List of Manufactured and Mineral Products, 1992 Census of Manufacturers and Census of Mineral Industries (MC92-R-1) for the 5-digit product class and 7-digit product codes. Report revenues for the 5-digit and 7-digit codes using the codes in the columns labeled "Product code.")

5(a) DOLLAR REVENUES BY INDUSTRY

4-DIGIT INDUSTRY CODE Product code published	DESCRIPTION	1992 TOTAL DOLLAR REVENUES (000)
2892	Explosives	\$ 27,794
3679	Electronic Components, Not Elsewhere Classified	\$ 6,633

5(b)(i) DOLLAR REVENUES BY MANUFACTURED PRODUCTS

7-DIGIT PRODUCT CODE Product code published	DESCRIPTION	1992 TOTAL DOLLAR REVENUES (000)
2892071	Other explosives, including military detonators, jet starters, fuse and explosive assemblies, etc.	\$ 27,794
3679998	All other electronic parts, n.e.c. and specialized electronic hardware, n.e.c.	\$ 6,633

5(b)(ii) PRODUCTS ADDED OR DELETED

7-DIGIT PRODUCT CODE Product code published	DESCRIPTION <u>Additions:</u> N/A	YEAR OF ADDITION	1996 TOTAL DOLLAR REVENUES (000)
--	---	---------------------	---

7-DIGIT PRODUCT CODE Product code published	DESCRIPTION <u>Deletions:</u>	YEAR OF DELETION
3679998	All other electronic parts, n.e.c. and specialized electronic hardware, n.e.c.	1998

5(b)(iii) DOLLAR REVENUES BY MANUFACTURED PRODUCT CLASS

5-DIGIT PRODUCT CLASS CODE Product code published	DESCRIPTION	YEAR 1998 TOTAL DOLLAR REVENUES (000)
28920	Explosives	\$30,388

5(c) DOLLAR REVENUES BY NON-MANUFACTURING INDUSTRY

4-DIGIT INDUSTRY CODE	DESCRIPTION	YEAR TOTAL DOLLAR REVENUES
	N/A	

NAME OF PERSON FILING NOTIFICATION

ALLEGHENY TELEDYNE INCORPORATED

DATE

May 19, 1999

5(d) COMPLETE ONLY IF ACQUISITION IS THE FORMATION OF A JOINT VENTURE OR OTHER CORPORATION

N/A

5(d)(i) NAME AND ADDRESS OF THE JOINT VENTURE OR OTHER CORPORATION

N/A

5(d)(ii)

(A) CONTRIBUTIONS THAT EACH PERSON FORMING THE JOINT VENTURE OR OTHER CORPORATION HAS AGREED TO MAKE.

N/A

(B) DESCRIPTION OF ANY CONTRACTS OR AGREEMENTS

N/A

(C) DESCRIPTION OF ANY CREDIT GUARANTEES OR OBLIGATIONS

N/A

(D) DESCRIPTION OF CONSIDERATION WHICH EACH PERSON FORMING THE JOINT VENTURE OR OTHER CORPORATION WILL RECEIVE

N/A

5(d)(iii) DESCRIPTION OF THE BUSINESS IN WHICH THE JOINT VENTURE OR OTHER CORPORATION WILL ENGAGE

N/A

5(d)(iv) SOURCE OF DOLLAR REVENUES BY 4-DIGIT SIC CODE (non-manufacturing) AND BY 5-DIGIT PRODUCT CLASS (manufacturing)

N/A

ITEM 6

6(a) ENTITIES WITHIN PERSON FILING NOTIFICATION

N/A

6(b) SHAREHOLDERS OF PERSON FILING NOTIFICATION

N/A

6(c) HOLDINGS OF PERSON FILING NOTIFICATION

N/A

ITEM 7 DOLLAR REVENUES

7(a) 4-DIGIT SIC CODE AND DESCRIPTION

None

7(b) NAME OF EACH PERSON WHICH ALSO DERIVED DOLLAR REVENUES

7(c) GEOGRAPHIC MARKET INFORMATION

ITEM 8 vendor-vendee relationship

☒ NO

☐ YES (If yes and you are the vendee, complete the following)

PRODUCT PURCHASES

VENDOR

DOLLAR AMOUNT

ITEM 9 PRIOR ACQUISITIONS (to be completed by acquiring person only)

N/A

NAME OF PERSON FILING NOTIFICATION

ALLEGHENY TELEDYNE INCORPORATED

DATE

May 19, 1999

ITEM 10 IDENTIFICATION OF PERSON TO CONTACT REGARDING THIS REPORT

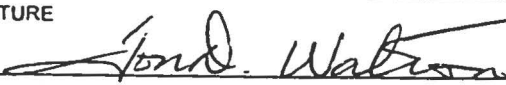
Jon D. Walton	TITLE OF CONTACT PERSON Senior Vice President, General Counsel and Secretary, Allegheny Teledyne Incorporated
Thomas A. Donovan	Outside Counsel
FIRM NAME AND BUSINESS ADDRESS Allegheny Teledyne Incorporated 1000 Six PPG Place Pittsburgh, PA 15222 Kirkpatrick & Lockhart LLP 1500 Oliver Building Pittsburgh, PA 15222	BUSINESS TELEPHONE NUMBER (412) 394-2836 (412) 355-6466

10(b) IDENTIFICATION OF AN INDIVIDUAL LOCATED IN THE UNITED STATES DESIGNATED FOR THE LIMITED PURPOSE OF RECEIVING NOTICE OF ISSUANCE OF A REQUEST FOR ADDITIONAL INFORMATION OR DOCUMENTS. (See § 803.20.(b)(2)(iii))

NAME N/A	TITLE
ADDRESS	BUSINESS TELEPHONE NUMBER

CERTIFICATION

This NOTIFICATION AND REPORT FORM, together with any and all appendices and attachments thereto, was prepared and assembled under my supervision in accordance with instructions issued by the Federal Trade Commission. Subject to the recognition that, where so indicated, reasonable estimates have been made because books and records do not provide the required data, the information is, to the best of my knowledge, true, correct, and complete in accordance with the statute and rules.

NAME (Please print or type) Jon D. Walton	TITLE Senior Vice President, General Counsel and Secretary
SIGNATURE 	DATE May 19, 1999

NAME OF PERSON FILING NOTIFICATION

ALLEGHENY TELEDYNE INCORPORATED

DATE

May 19, 1999

Subscribed and sworn to before me at the

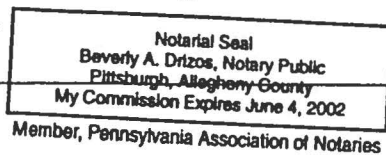
City of Pittsburgh, Commonwealth of Pennsylvania

this 19th day of May, 1999

Signature

Beverly A. Drizos

My Commission expires



(Seal)

INTERNATIONAL AGREEMENT

THIS AGREEMENT is made and entered into as of the 9th day of June, 1999, by and between McCormick Selph Ordnance Unit, having its offices at 3601 Union Road, Hollister, CA, 95024, United States of America (hereinafter referred to as "Manufacturer") and, Teledyne Japan K.K., having its principal place of business at Shosankan 8F, 1-3-2 Iidabashi, Chiyoda-ku, Tokyo 102, Japan (hereinafter referred to as "Representative").

WITNESSETH

In consideration of the mutual covenants and conditions herein contained, the parties mutually agree as follows:

1. **Products and Territory.** Manufacturer hereby appoints Representative on an exclusive basis as its authorized sales representative to solicit orders for the following products (hereinafter referred to as the "Products"):

all commercial and aerospace products

during the term of this Agreement from any purchasers located in the following described territory

JAPAN

2. **Compensation.** (a) By the twentieth (20th) day of each calendar month, Manufacturer shall pay Representative a commission of 1.5% of the Net Invoice Price (as defined below) on the sale of commercial products and 5% of the Net Invoice Price on the sale of aerospace products, actually paid to and received in whole by Manufacturer during the immediately preceding calendar month for orders for Products solicited by Representative and then accepted and shipped by Manufacturer.

"Net Invoice Price" shall mean Manufacturer's billing price less: (i) refunds, returns, commissions, packaging, insurance, duty, shipping costs, taxes, and allowances granted.

(b) Manufacturer may change prices from time to time, in its sole discretion, and will provide sixty (60) days prior notice of such changes to Representative.

(c) Commissions shall be payable at the address of Representative set forth in Section 14 - Notice.

(d) If the Net Invoice Price of a Product is stated in a currency other than U.S. Dollars, then, for the purpose of determining the amount of commissions payable, such Net Invoice Price shall be converted into U.S. Dollars at the average exchange rate quoted in the Wall Street Journal in New York between such currencies during the ten (10) business days immediately prior to the date on which such commissions become due. Alternatively, Manufacturer, at its sole option, may pay any commission in the currency of the Net Invoice Price.

(e) The payment of commissions as provided for in this Agreement shall at all times be subject to such payments being permitted and valid under the policies, laws, decrees, orders, rules and regulations of the government of the United States of America and of the government or governments of the country in which Representative's principal place of business is located and the country or countries of the Territory, and any agencies or instrumentality's of such governments, in effect at the time the sales are made and at the time the commissions are payable.

(f) Manufacturer shall pay all commissions owed to Representative under this Agreement within thirty (30) days after termination or expiration of this Agreement.

(g) Together with a commission paid to Representative, Manufacturer shall provide to Representative (i) an accounting of the orders for which commissions are being paid (including the customers' names and invoice numbers), (ii) the rate of commission of each order, and (iii) information relating to any offsets against commissions included in that payment.

(h) All payments of commissions not disputed as to correctness by Representative within one year after receipt thereof shall thereafter conclusively be deemed correct for all purposes.

3. Export Controls Requirements. The ultimate shipment of potential orders solicited by Representative shall be subject to the right and ability of Manufacturer to make such sales and shipments under all policies, decrees, orders, laws, rules and regulations of the United States government and agencies and instrumentality's thereof presently in effect, or which may be in effect hereafter, which govern exports or otherwise pertain to export controls, including, without limitation, the International Traffic-in-Arms Regulations. Any order which has been accepted by Manufacturer but which cannot be fulfilled due to such policies, decrees, orders, laws, rules or regulations shall be considered to have been rejected when submitted to Manufacturer for acceptance or rejection.

4. Relationship of the Parties. Representative shall be considered to be an independent contractor. The relationship shall not be construed to be that of employer and employee, nor to constitute a partnership, joint venture or agency of any kind.

Manufacturer shall not reimburse Representative for any expenses which Representative might incur in connection with: (i) soliciting sales of the Products; or (ii) otherwise discharging its responsibilities under this Agreement, except that in connection with representation relating to commercial products hereunder Manufacturer shall reimburse, on a monthly basis, Representative for 100% of the salary, benefits and all direct expenses of one of Representative's employees and for 30% of the salary and benefits of another of Representative's employees, together with a 15% administrative fee applicable for both of Representative's employees. As of the time of entering this Agreement such salary and benefits are JPY9,750,000. per annum. This amount is subject to escalation in accordance with Representative's salary and benefit structure.

Notwithstanding anything contained in this Agreement to the contrary, should circumstances require, Representative may, with the approval of Manufacturer, buy products for its own account and sell directly to customers in the Territory. Such sales will still be subject to the compensation schedule set forth in Section 2 above, or other terms mutually agreeable to the parties.

5. Reporting. (a) **Statement of Work.** Representative shall perform the tasks mutually agreed to with Manufacturer.

(b) **Manufacturer's Reports.** Manufacturer shall report any inquiries, leads or other information regarding potential sales in the Territory to Representative. Likewise, Representative shall report to Manufacturer any inquiries, leads or other information regarding potential sales outside the Territory.

(c) **Representative's Reports.** Representative shall provide Manufacturer with written quarterly reports which shall include customer call reports, business trends, production planning of the prime customers in the Territory, market forecasts and performance against the Statement of Work described in Section 5(a).

6. Sales Promotion and Field Assistance. Manufacturer shall provide Representative with appropriate quantities of product catalogues, maintenance manuals, and other descriptive literature. Any such literature will be provided in English. To the extent permitted by applicable export laws and regulations, Manufacturer may provide appropriate field sales and technical assistance to Representative and its customers.

7. Trademarks, Service Marks and Trade Names. (a) **Right to Use.** Representative may use Manufacturer's trade names, service marks and trademarks listed on Exhibit A hereto (hereinafter referred to as the "Trademarks") in the Territory on a non-exclusive basis only during the term of this Agreement and solely for display or advertising purposes in connection with the solicitation of orders for the Products in accordance with this Agreement. Representative shall not at any time do or permit any act to be done which may in any way impair the rights of Manufacturer in the Trademarks. Representative shall give Manufacturer thirty (30) days prior written notice before using any of the Trademarks for the first time in a particular jurisdiction outside the United States.

(b) **Quality Control.** In order to comply with Manufacturer's quality control standards, Representative shall: (i) use the Trademarks in compliance with all relevant U.S. federal and state and non-U.S. laws and regulations; (ii) accord Manufacturer the right to inspect Representative's facilities used in connection with efforts to solicit orders for the Products during normal business hours, without advance notice, to confirm that Representative's use of such Trademarks is in compliance with this provision; and (iii) not modify any of the Trademarks in any way and not use any of the Trademarks or in connection with on any goods or services other than the Products.

(c) Representative shall notify Manufacturer in writing of any possible infringement of the

Trademarks or any disputes relating to or arising out of the Trademarks as soon as Representative becomes aware of them. Furthermore, Representative shall cooperate and render reasonable assistance to Manufacturer for the protection of the Trademarks (including, without limitation, executing and filing user agreements), as reasonably requested by Manufacturer from time to time.

8. **Covenant Not to Compete.** During the term of this Agreement, Representative shall not, directly or indirectly, solicit orders for, promote or sell in the Territory products which are competitive with the Products. The foregoing shall not prohibit Representative from soliciting orders for, promoting or selling products of Teledyne Electronic Technologies, including the Teledyne Controls business unit.

9. **Indemnification.** Manufacturer shall indemnify, defend, protect and save Representative and its affiliates and all officers, directors, employees and agents thereof (hereinafter referred to as "Indemnitees") harmless of, from and against all claims, demands, suits or actions (including attorneys' fees incurred in connection therewith), including but without limitation damage or injury to property or persons and incidental, special and consequential damages, losses, deficiencies, liabilities, judgments, costs and expenses which may be sustained by any third party or any Indemnitees occurring out of or incident to the conduct of Manufacturer and/or use by third parties of the Products. Manufacturer consents to personal and subject matter jurisdiction of the Japanese courts in any disputes brought pursuant to the sale of Products in Japan where a claim of indemnification is made by Representative.

10. **Term and Termination.** Unless it is terminated earlier pursuant to this Paragraph, this Agreement shall continue in full force and effect until it automatically expires upon the date two (2) years from the date of execution hereof.

This Agreement may be terminated immediately upon written notice from Manufacturer in the event Representative becomes insolvent or files an application in bankruptcy, if a Trustee or Receiver is appointed for Representative or if Representative makes a general assignment for the benefit of creditors.

This Agreement may be terminated immediately upon written notice by the non-defaulting party, if such party is not itself in default of this Agreement, if the other party breaches any covenant or warranty made by it in this Agreement and if, after ten (10) days' written notice to cure any such default, the default is not cured.

Either party to this Agreement may terminate this Agreement at any time without cause, upon giving the other party at least thirty (30) days prior written notice of such termination.

Notwithstanding anything else in this Agreement to the contrary, the parties agree that Sections 7, 9, 10, 11, 16, 20, 21, 22 and 26 shall survive the termination or expiration of this Agreement, as the case may be, to the extent required for the full observation and performance by any or all of the parties hereto.

11. **Publicity.** Representative agrees that any publicity or advertising which shall be released by it in which Manufacturer is identified in connection with the Products shall be in accordance with the terms of this Agreement and with information and data which Manufacturer has furnished in connection with this Agreement. Copies of all such publicity and advertising shall be forwarded promptly to Manufacturer.

12. **Modification.** No modification or change may be made in this Agreement except by written instrument duly signed by a duly authorized representative of Representative, and by a duly authorized representative of Manufacturer.

13. **Assignment.** This Agreement may not be assigned, delegated, sublicensed or transferred, whether by operation of law or otherwise, by either party without the prior written consent of the other party, and any attempted assignment, delegation, sublicense or transfer without such written consent shall be void and of no effect, except (a) Representative may assign or otherwise transfer this Agreement, without Manufacturer's consent, to Representative's successor in connection with the spin-off of the Aerospace and Electronics segment of Allegheny Teledyne Incorporated and (b) Manufacturer may assign or otherwise transfer this Agreement, without Representative's consent, to J. F. Lehman Equity Investors I, L.P. or its affiliate in connection with the sale of substantially all of the assets of Manufacturer by Teledyne Industries, Inc. To the extent permitted by this provision, this Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of Manufacturer and Representative.

14. **Notice.** All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally (including by air courier) or sent by registered or recorded delivery mail (by air-mail if the notice is being communicated internationally), or by telex, telecopy (facsimile) or cable addressed to the intended recipient thereof at its address or at its telex, cable or telecopier number set out below (or to such other address or number as any party may from time to time notify the others). The addresses and numbers of the parties for the purposes of this Agreement are:

If to Representative: Teledyne Japan K.K.
Shosankan 8F, 1-3-2 Jidabashi
Chiyodo-Ku, Toyko 102 Japan

ATTN: Michael Robbins

Telephone: 011-81-3-3239-9080

Facsimile: 011-81-3-3239-9021

If to Manufacturer: McCormick Selph Ordnance Unit
3601 Union Road
Hollister, CA 95024

ATTN: B. R. Griffin

Telephone: 831-637-3731, Ext. 243
Facsimile: 831-637-9739

With a copy to: Allegheny Teledyne Incorporated
1000 Six PPG Place
Pittsburgh, Pennsylvania 15222

Attn: Senior Vice President, General Counsel & Secretary
Telephone: 412-394-2836
Facsimile: 412-394-3010

Any such notice if given or made by registered or recorded delivery (air mail if international) shall be deemed to have been received on the earlier of the date actually received and the date five (5) [fifteen (15) if international] calendar days after the same was posted (and in proving such it shall be sufficient to prove that the envelope containing the same was properly addressed and posted as aforesaid) and if given or made by telecopy, cable or telex shall be deemed to have been received at the time of dispatch, unless such date of deemed receipt is not a day on which banks in Pittsburgh, Pennsylvania, U.S.A., are open for business, in which case the date of deemed receipt shall be the next such succeeding banking business day.

15. **Waiver.** None of the conditions or provisions of this Agreement shall be held to have been waived by any act or knowledge on the part of either party, except by an instrument in writing signed by a duly authorized officer or representative of the party entitled to the benefit of such condition or provision. Further, the waiver by either party of any right hereunder or the failure to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, shall not be deemed to be a continuing waiver or a waiver of any other rights hereunder or of any breach or failure of performance of the other party.

16. **Validity.** Manufacturer warrants that this Agreement is lawful and may be performed in accordance with its terms under the laws of the United States of America in effect at the time of execution of this Agreement. Representative warrants that this Agreement is lawful and may be performed in accordance with its terms under the laws of the Territory in effect and the jurisdiction of Representative's principal place of business at the time of execution of this Agreement. Manufacturer and Representative each covenant and warrant that they will each advise the other of any changes in the respective laws, which might or will impair the validity of all or any part of this Agreement.

17. **Construction of Agreement and Arbitration.** This Agreement, which is in English, shall be interpreted in accordance with the commonly understood meanings of the words and phrases hereof in the United States of America. This Agreement, including the performance of the parties hereto and its termination, shall be construed and governed according to the laws of the State of California, United States of America applicable to contracts made and to be fully performed herein. Any dispute, controversy or claim arising out of or relating to this Agreement, or to a breach thereof, including its interpretation, performance or termination, shall

be finally resolved by arbitration. The arbitration shall be conducted in English and in accordance with the rules of the American Arbitration Association, which shall administer the arbitration. The arbitration shall be conducted by the arbitrator selected by Manufacturer and Representative or, if they cannot agree on an arbitrator, by the president of the American Arbitration Association. The arbitration, including the rendering of the award, shall take place in Los Angeles, California and shall be the exclusive forum for resolving such dispute, controversy or claim. For the purposes of this arbitration, the provisions of this Agreement and all rights and obligations thereunder shall be governed and construed in accordance with the laws of the State of California. The decision of the arbitrator(s) shall be binding upon the parties hereto, and the expense of the arbitration (including, without limitation, the award of attorneys' fees to the prevailing party) shall be paid as the arbitrators determine. The decision of the arbitrators shall be final, and judgment thereon may be entered by any court of competent jurisdiction.

18. Registration and Disclosure. Representative represents and warrants to Manufacturer that it is, and will be at all times during the term of this Agreement, registered as an agent with all applicable government authorities, if such registration is required in the Territory and/or the jurisdiction of Representative's principal place of business. If required under applicable law, Representative will register this Agreement upon the execution hereof with the appropriate government authorities. The parties agree that in addition to any required governmental approval, approval of this Agreement may be required by some or all of the proposed customers and that the disclosure of this Agreement may be appropriate even though such approval is not required. Either party may, therefore, disclose all or any part of this Agreement to third parties under the circumstances described in this Section 18.

19. Entire Agreement. This Agreement supersedes and cancels any previous agreements or understandings, whether oral, written or implied, heretofore in effect between Manufacturer and Representative and sets forth the entire Agreement between Manufacturer and Representative with respect to the subject matter hereof.

20. No Rights by Implication. No rights or licenses with respect to the Products or the Trademarks are granted or deemed granted hereunder or in connection herewith, other than those rights or licenses expressly granted in this Agreement.

21. No Corrupt Practices. (a) Representative and its employees and representatives are aware of, and agree to abide by, the obligations imposed by the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1 to 78dd-2 and any similar legislation in the Territory and in the jurisdiction of Representative's principal place of business. Accordingly, Representative hereby warrants and represents to Manufacturer that no portion of any monies paid or payable to Representative in connection with this Agreement shall, directly or indirectly, whether in cash or kind, be paid, received, transferred, loaned, offered, promised or furnished (hereinafter collectively described as "paid"):

(i) to or for the use of any officer or employee of any government or any department, agency, instrumentality or corporation thereof or controlled thereby, or any political party or official of a political party, or any candidate for a political office, or any person acting for or on

behalf of any of the foregoing, or any person or firm who has paid or will pay any portion thereof to any of the foregoing, for the purpose of obtaining or retaining business for or with, or directing business to, any person; or

(ii) to or for the use or benefit of any individual, partnership, corporation or other entity, or any officer, agent or employee thereof, for the purpose of obtaining or retaining business for or with, or directing business to, any person; or

(iii) in any other manner which will violate the tax, currency, exchange, commercial bribery, or other law of any country in the Territory, the United States or any other applicable jurisdiction, including but not limited to the provisions of the U.S. Foreign Corrupt Practices Act and any amendments thereto.

(b) Representative shall keep complete and accurate records of all payments of any kind made by it from or with respect to commissions, service fees or other payments received from Manufacturer and such records shall be subject to inspection and audit by Manufacturer and its representatives at any time.

22. Parties to Agreement. The parties to this Agreement are Manufacturer and Representative, and no other persons or entities. Manufacturer is an independently functioning operational business unit of the Ryan Aeronautical division of Teledyne Industries, Inc. The other business units and divisions of Teledyne Industries, Inc. and any and all affiliates of Teledyne Industries, Inc. and Allegheny Teledyne Incorporated are not parties to this Agreement shall have no obligations or duties under this Agreement and shall be treated as unrelated third parties for all purposes.

23. Compliance With Laws. Representative covenants that all of its activities under or pursuant to this Agreement shall comply with all applicable laws, rules and regulations. In particular, but without limitation, Representative shall be responsible for obtaining all licenses, permits and approvals which are necessary or advisable for the solicitation of orders for, and sales of, the Products in the Territory and for the performance of its duties hereunder.

24. Severability. If any provision of this Agreement is declared invalid or unenforceable by a court or other dispute resolution body having competent jurisdiction, it is mutually agreed that this Agreement shall endure except for the part declared invalid or unenforceable by order of such court or other dispute resolution body. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision, which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. Force Majeure. (a) Neither Manufacturer nor Representative shall be liable in damages, or shall be subject to termination of this Agreement by the other party, for any delay or default in

performing any obligation hereunder if that delay or default is due to any obligation hereunder if that delay or default is due to any cause beyond its reasonable control and without the fault or negligence of that party; provided however, that in order to excuse its delay or default hereunder, a party shall notify the other of the occurrence or the cause, specifying the nature and particulars thereof and the expected duration thereof; and provided, further, that within fifteen (15) calendar days after the termination of such occurrence or cause, such party shall give notice to the other party specifying the date of termination thereof. All obligations of both parties shall return to being in full force and effect upon the termination of such occurrence or cause (including without limitation any payments which became due and payable hereunder prior to the termination of such occurrence or cause).

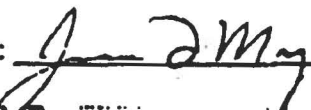
(b) For the purposes of this Section 26, a "cause beyond the reasonable control" of a party shall include, without limiting the generality of the phrase, any act of God, act of any government or other authority or statutory undertaking, industrial dispute, fire, explosion, accident, power failure, flood, riot or war (declared or undeclared).

27. Taxes. Taxes, in Japan, with respect to the transactions contemplated hereunder (with the exception of income taxes or other taxes imposed upon Manufacturer and measured by the gross or net income of Manufacturer) shall be the responsibility of Representative and, if paid or required to be paid by Manufacturer, the amount thereof shall be subtracted from the amounts payable to Representative hereunder. All other taxes in any jurisdiction shall be the responsibility of the Manufacturer.


28. Exhibits. All Exhibits referred to herein are intended to be and hereby are specifically made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

REPRESENTATIVE


BY: 
NAME: James L. Murdy
DATE: Representative Director
July 13, 1999

MANUFACTURER
McCormick Selph

BY: 
NAME: Gerald L. McCartha
DATE: 7/13/99

**EXHIBIT A
TRADEMARKS**

McCormick Selph

1601 Union Road P.O. Box 6 Hollister, California 95024-0006	 TELEDYNE RYAN AERONAUTICAL McCORMICK SELPH ORDNANCE	FAX/E-Mail No. _____ <u>412-394-3010</u>
Facsimile No. (408) 637-1126 Verification 8 a.m. to 4:45 p.m. (408) 637-3731, Ext. 275	FACSIMILE TRANSMISSION	COMMUNICATION USE ONLY Message No. _____ Date sent: _____ Time sent: _____ Initials: _____

DATE: *June 30, 1999***PAGE 1****TO:****ATTN:** *MELANIE CIBIK***SUBJECT:** *AUTOLIV P.O. - HACN***REFER:** *TELECON M. CIBIK TO P. CARROLL*

ATTACHED IS A COPY OF A FAXED COPY OF THE ORIGINAL PURCHASE ORDER.
THE ORIGINAL IS IN THE HANDS OF TODD ROSIN WHO IS ON TRAVEL.

DEE ANN BROWN
EXTENSION 275

SDI CORP

2008

Autoliv

Purchase Order



Ship to AUTOLIV ASP, INC.
PROMONTORY FACILITY
9160 NORTH HIGHWAY 83
BUILDING ASP-109
PROMONTORY, UTAH 84307

FUB:

008786	RELEASE	A-ASF-INSTRUCT	30TH PROX	1
<p>CHANGE ORDER NO. 4</p> <p>THIS IS A CONTRACT CHANGE ORDER</p> <p>THE SPECIFIED MODIFICATIONS CONSTITUTE A FORMAL CHANGE ORDER. EXCEPT AS HEREIN SPECIFIED, THE SPECIFICATIONS, TERMS AND CONDITIONS OF THE CONTRACT ARE AVAILABLE TO THIS A.O.</p> <p>CONTRACT SHALL REMAIN IN FORCE.</p> <p>Autoliv Standard Terms and Conditions Apply Per Agreement</p> <p>This Contract entered into by and between Autoliv ASP, Inc. and TELEDYNE RYAN AERONAUTICAL</p> <p>STATEMENT OF WORK</p> <p>Autoliv ASP Inc.'s requirements of the parts listed below, for the period beginning 12/29/97 and ending 12/31/99.</p> <p>only in the quantities and at the time specified in such requirements. Autoliv ASP, Inc. shall reserve the right to</p> <p>under no obligation to "The Supplier" for parts completed or partially completed or raw materials acquired by "The</p>				
PREPAID				

Approved By _____

Approved By Quinn T. Parsons Date 5/16/1998

06/28/99 11:10 FAX 805 553 1208

SDI CORP

Q008

BUYER : JONATHAN N. WHITE

Autoliv**Purchase Order**Autoliv ASP, Inc.
3350 Airport Road, Ogden, Utah 84405

Vendor

TELEDYNE RYAN AERONAUTICAL
McCORMICK SELPH ORDNANCE
3601 UNION RD
P O BOX 6
HOLLISTER CA 95024-0006

Ship to

AUTOLIV ASP, INC.
PROMONTORY FACILITY
9160 NORTH HIGHWAY 83
BUILDING ASP-109
PROMONTORY, UTAH 84307

FOB:

008786	SEE RELEASE	A-ASP-INSTRUCT	30TH PROJ	2
<p>Supplier" unless the delivery or fabrication of such parts or the acquisition of such raw materials was specifically</p> <p>Suppliers connected, via KANBAN, shall have the quantity of</p> <p>3.0 The forecasted demand displays the (2) weeks finished goods of any other written commitments.</p> <p>"The Supplier" expressly assumed the liability for costs in writing by an authorized agent of the company.</p> <p>1.0 "The Supplier" will provide to Autoliv ASP, Inc. the following in accordance with the Part Requirements</p> <p>START DATE: 12/29/97 STOP DATE: 12/31/99 Drawing Rev: F dated: 03/19/99 ECO No:</p> <p>PREPAID</p>				

Form ASP-564 (Rev 5/97)

Approved By

VENOOR

Date

5/26/99

06/28/99 11:12 FAX 808 333 1208

SDI CORP

0010

BUYER : JONATHAN N. WHITE

Autoliv**Purchase Order**Autoliv ASP, Inc.
3350 Airport Road, Ogden, Utah 84405

Vendor

TELEDYNE RYAN AERONAUTICAL
McCORMICK SELPH ORDNANCE
3601 UNION RD
P O BOX 6
HOLLISTER, CA 95024-0006

Ship to

AUTOLIV ASP, INC.
PROMONTORY FACILITY
9160 NORTH HIGHWAY 83
BUILDING ASP-109
PROMONTORY, UTAH 84307

FOB:

008786	SEE RELEASE	A-ASP-INSTRUCT	30TH PROX	3
<p>ECO No: 1 REASON: NEW MODEL YEAR</p> <p>FUNDAMENTAL QUALITY SYSTEM AND AS AMENDED FROM TIME TO TIME</p> <p>SUPPLIER SHALL COMPLY WITH AUTOLIV ASP, INC. SPECIFIC QUALITY REQUIREMENTS (ASQR AND ASI)</p> <p>THE PRODUCTION PART BEARING SURFACES SHALL ADHERE TO THIS PURCHASE ORDER AND INCLUDE THE FOLLOWING:</p> <p>TOXIC & HAZARDOUS)</p> <p>ALL AUTOLIV CUSTOMER TOOLING DRAWINGS</p> <p>CERTIFICATE OF ORIGIN AND MANUFACTURE OR NON-US PRODUCT)</p> <p>RESTRICTED, TOXIC AND HAZARDOUS MATERIALS; AS WELL AS ENVIRONMENTAL, ELECTRICAL AND ELECTROMAGNETIC COMPATIBILITY REQUIREMENTS</p> <p>NOTE V CONTACT ONE OF THE FOLLOWING FOR SHIPPING INSTRUCTIONS</p> <p>(801) 425-8623 - OGDEN FACILITY (435) 734-6842 - BRIGHAM CITY FACILITY</p>				
PREPAID				

Form ASP-354 (Rev 9/97)

3

Approved By
VENNOR

Brian T. Ryan

Date 5/28/99

06/28/99 11:13 FAX 605 553 1208

SDI CORP

0011

BUYER : JONATHAN N. WHITE

Autoliv**Purchase Order**Autoliv ASP, Inc.
3350 Airport Road, Ogden, Utah 84405

Vendor

TELEDYNE RYAN AERONAUTICAL
McCORMICK SELPH ORNANCE
3601 UNION RD
P O BOX 6
HOLLISTER CA 95024-0006

Ship to

AUTOLIV ASP, INC.
PROMONTORY FACILITY
9160 NORTH HIGHWAY 83
BUILDING ASP-109
PROMONTORY, UTAH 84307

FOB:

006786	SEE RELEASE	A-ASP-INSTRUCT	30TH PROX	4
<p>(435) 471-3010 - PROMONTORY FACILITY (801) 425-7237 - NORTH OGDEN FACILITY</p> <p>NOTE VI AUTOLIV ASP INC.'S TERMS AND CONDITIONS (REV. 1/98) ARE INCORPORATED BY REFERENCE HEREIN. A COPY OF SAID TERMS AND CONDITIONS HAS BEEN PROVIDED TO THE PURCHASER.</p> <p>NOTE VII SALES TAX CLAUSE 1 APPLIES</p> <p>PREPAID</p>				

Form ASP-504 (Rev. 5/97)

4

Approved By
VENDOR

Date 5/29/99

06/28/99 11:15 FAX 805 553 1208

SDI CORP

012

BUYER : JONATHAN N. WHITE

Autoliv

Purchase Order

Autoliv ASP, Inc.
3350 Airport Road, Ogden, Utah 84405

Vendor

TELEDYNE RYAN AERONAUTICAL
McCORMICK SELPH ORDNANCE
3601 UNION RD
P O BOX 4
HOLLISTER CA 95024-0006

Ship to

AUTOLIV ASP, INC.
PROMONTORY FACILITY
9160 NORTH HIGHWAY 63
BUILDING ASP-109
PROMONTORY, UTAH 84307

FOB:

008726	RELEASE	A-ASP-INSTRUC	30TH PROX	1
<p>CHANGE ORDER NO. 4</p> <p>THIS IS A CONTRACT CHANGE ORDER</p> <p>THE SPECIFIED MODIFICATIONS CONSTITUTE A FORMAL CHANGE ORDER</p> <p>TERMS AND CONDITIONS CURRENTLY APPLICABLE AT THIS TIME</p> <p>CONTRACT SHALL REMAIN IN FORCE.</p> <p>AUTOLIV STANDARD TERMS AND CONDITIONS APPLY PER AGREEMENT</p> <p>This Contract entered into by and between Autoliv ASP, Inc. and TELEDYNE RYAN AERONAUTICAL</p> <p>STATEMENT OF WORK</p> <p>Autoliv ASP Inc.'s requirements of the parts listed below, for the period beginning 12/29/97 and ending 12/31/99</p> <p>only in the quantities and at the time specified in such requirements. Autoliv ASP, Inc. shall reserve the right to</p> <p>under no obligation to "The Supplier" for parts completed or partially completed or raw materials acquired by "The</p>				
PREPAID				

Form ASP-551 (Rev. 8/97)

Acknowledged By

5

Approved By

Avion V. Parsons

Date

5/8/99

ACKNOWLEDGEMENT

6 JUN. 30. 1999, 2:25PM

FRC A T I

LAW DEPARTMENT PGH

637 1126

NO. 9886

P. 8/10₂

06/28/99 11:17 FAX 805 853 1208

SDI CORP

0013

BUYER : JONATHAN N. WHITE

Autoliv**Purchase Order**Autoliv ASP, Inc.
3350 Airport Road, Ogden, Utah 84405

Vendor:

TELEDYNE RYAN AERONAUTICAL
McCORMICK SELPH ORDNANCE
3601 UNION RD
P O BOX 6
HOLLISTER CA 95024-0006

Ship to

AUTOLIV ASP, INCY
PROMONTORY FACILITY
9160 NORTH HIGHWAY 83
BUILDING ASP-109
PROMONTORY, UTAH 84307

FOB:

009786	RELEASE	A-ASP-INSTRUCT	30TH PROX	2
<p>Supplier" unless the delivery or fabrication of such parts or the acquisition of such raw materials was specifically</p> <p>Suppliers connected via KANBAN, shall have the quantity of</p> <p>The forecasted demand displays two (2) weeks finished goods</p> <p>of any other written commitments.</p> <p>"The Supplier" expressly assumes the liability for costs</p> <p>in writing by an authorized agent of the company.</p> <p>"The Supplier" will provide to Autoliv ASP, Inc. the following in accordance with the Part Requirements</p> <p>START DATE: 12/29/97 STOP DATE: 12/31/99</p> <p>Drawing Rev: F dated: 03/19/99 ECO No:</p>				
PREPAID				

Form ASP-006 (Rev. 9/97)

Acknowledged By

Approved By
ACKNOWLEDGEMENT

Date

BUYER : JONATHAN N. WHITE

Autoliv**Purchase Order**Autoliv ASP, Inc.
3350 Airport Road, Ogden, Utah 84405

Vendor

TELEDYNE RYAN AERONAUTICAL
McCORMICK SELPH ORDNANCE
3601 UNION RD
P O BOX 6
HOLLISTER CA 95024-0006

Ship to

AUTOLIV ASP, INC.
PROMONTORY FACILITY
9160 NORTH HIGHWAY 83
BUILDING ASP-109
PROMONTORY, UTAH 84307

FOB:

00B786	SEE RELEASE	A-ASP-INSTRUCT	30TH PROX	3
<p>ECO No: REASON: NEW MODEL YEAR</p> <p>FUNDAMENTAL QUALITY SYSTEM AND AS AMENDED FROM TIME TO TIME</p> <p>THE SUPPLIER SHALL COMPLY WITH AUTOLIV ASP, INC. SPECIFIC QUALITY REQUIREMENTS (ASQR AND ASI)</p> <p>THE PRODUCTION PART OVERSEA PROCESS APPROPRIATE FOR THIS PURCHASE ORDER AND INCLUDE THE FOLLOWING:</p> <p>ENVIRONMENTAL STATEMENT (TOXIC & HAZARDOUS)</p> <p>ALL AUTOLIV / CUSTOMER TOOLING DRAWINGS / CERTIFICATE OF ORIGIN (IF MANUFACTURED ON NON-US PRODUCT)</p> <p>ALL MATERIALS USED IN PART MUST BE FREE OF RESTRICTED, TOXIC AND HAZARDOUS MATERIALS; AS WELL AS ENVIRONMENTAL, ELECTRICAL AND ELECTROMAGNETIC CONSIDERATIONS APPLICABLE TO THE CONCEPT OF MANUFACTURE AND SALE.</p> <p>CONTACT ONE OF THE FOLLOWING FOR SHIPPING INSTRUCTIONS</p> <p>(801) 625-8423 - OGDEN FACILITY (435) 734-4942 - BRIGHAM CITY FACILITY</p>				
PREPAID				

Form ASP-964 (Rev. 5/97)

Acknowledged By

7

Approved By

ACKNOWLEDGEMENT

Brian T. Patton Date 5/25/99

6-JUN. 30. 1999, 2:28PM

FRA T I

LAW DEPARTMENT

PGH, 637 1126

NO. 9886 P. 10/10

06/28/99 11:22 FAX 805 553 1204

SDI CORP

015

BUYER : JONATHAN N. WHITE

Autoliv**Purchase Order**Autoliv ASP, Inc.
3350 Airport Road, Ogden, Utah 84405

Vendor

TELEDYNE RYAN AERONAUTICAL
McCORMICK SELPH ORDNANCE
3601 UNION RD
P O BOX 6
HOLLISTER CA 95024-0006

Ship to

AUTOLIV ASP, INC.
PROMONTORY FACILITY
9160 NORTH HIGHWAY 83
BUILDING ASP-109
PROMONTORY, UTAH 84307

FOB:

008786	RELEASE	A-ASP-INSTRUCT	30TH PROX	4
<p>(435) 471-3010 - PROMONTORY FACILITY (801) 625-7737 - NORTH OGDEN FACILITY</p> <p>NOTE VI: AUTOLIV ASP INC.'S TERMS AND CONDITIONS (REV. 1/98) ARE INCORPORATED BY REFERENCE HEREIN. A COPY OF SAID TERMS AND CONDITIONS HAS BEEN PROVIDED TO THE PURCHASER FOR ITS RECORD.</p> <p>NOTE VII: SALES TAX CLAUSE 1 APPLIES</p>				
PREPAID				

Form ASP-004 (Rev 5/97)

Acknowledged By

8

Approved By

ACKNOWLEDGEMENT

Date

5/26/99

FAX TRANSMISSION FROM (831) 637-1376**TELEDYNE RYAN AERONAUTICAL**

McCormick Selph Ordnance

An Allegheny Teledyne Company

3601 Union Road, P.O. Box 6

Hollister, CA 95024-0006

Tel: (831) 637-3731

To verify receipt of FAX, Call (831) 637-3731, X288

No. of Pages: 5

(Including Lead Sheet)

June 30, 1999

To: Melanie Cibik 412-394-3010

David Grecco ✓ 412-355-6501

From: Gerry McCartha

Subject: P.O. from Autoliv for RDC

Attached is the P.O. from Autoliv for both Lead and Tin RDC until December 31, 1999.

Regards,


Gerry McCartha

P.02

12:19

'99

Jun 30

Fax:408-637-1376

IRH/MSU EXT OFFICE

BUYER : GARY SCOVILL

1752
000000003
12/29/97

Jerry McCartha
831-637-1376

TELEDYNE RYAN AERONAUTICAL
McCORMICK SELPH ORDNANCE
3601 UNION RD
P O BOX 6
HOLLISTER CA 95024-0006

AUTOLIV ASP, INC
BRIGHAM CITY FACILITY
250 AMERICAN WAY
BRIGHAM CITY, UTAH 84302

FOB: ORIGIN

008786 SEE
RELEASE

TRUCK 30TH PROX

1

PRICE EFF
DATE

CHANGE ORDER NO. 3
JUNE 29, 1999

THIS IS A CONTRACT CHANGE ORDER
THE SPECIFIED MODIFICATIONS CONSTITUTE A FORMAL CHANGE-
ORDER. EXCEPT AS HEREIN MODIFIED, ALL SPECIFICATIONS,
TERMS AND CONDITIONS CURRENTLY APPLICABLE TO THIS P.O./
CONTRACT SHALL REMAIN IN FORCE.

CHANGE ORDER ISSUED TO REFLECT CHANGES IN EFFECTIVE DATES

This Contract entered into by and between Autoliv
ASP, Inc. and TELEDYNE RYAN AERONAUTICAL
Hereinafter referred to as "The Supplier" Witnesseth
That:

I

STATEMENT OF WORK

1.0

This blanket contract is issued to cover such portions of
Autoliv ASP Inc.'s requirements of the parts listed below,
for the period beginning 12/29/97 and ending 12/31/99
as Autoliv ASP, Inc. may specify in Part Requirements to
be furnished to "The Supplier". Deliveries shall be made
only in the quantities and at the time specified in such
requirements. Autoliv ASP, Inc. shall reserve the right to
change, from time-to-time, the quantities specified in any
Part Requirement. In such event Autoliv ASP, Inc. shall be
under no obligation to "The Supplier" for parts completed
or partially completed or raw materials acquired by "The
Supplier" unless the delivery or fabrication of such parts
or the acquisition of such raw materials was specifically
authorized in a Part Authorization delivered to "The

COLLECT



BUYER : GARY SCOVILL

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12/29/97

TELEDYNE RYAN AERONAUTICAL
McCORMICK SELPH ORDNANCE
3601 UNION RD
P O BOX 6
HOLLISTER CA 95024-0006

AUTOLIV ASP, INC
BRIGHAM CITY FACILITY
250 AMERICAN WAY
BRIGHAM CITY, UTAH 84302

FOB: ORIGIN

008786 SEE
RELEASE

TRUCK 30TH PROX

2

PRICE EFF
DATE

Supplier* by Autoliv ASP, Inc.

Suppliers connected, via KANBAN, shall have the quantity of parts available on ship day as indicated on the "PULL PROJECT INFORMATION" or "PULL SIGNAL" as applicable.

2.0 The forecasted demand displays two (2) weeks finished goods and six (6) additional weeks for raw materials requirements and is intended as authorized build requirements in absence of any other written commitments.

Twelve (12)-month planning schedules will be furnished monthly for forecasting purposes only.

"The Supplier" expressly assumes the liability for costs incurred in excess of the periods set forth above for finished goods or raw materials unless otherwise directed in writing by an authorized agent of the company.

II PARTS

1.0 "The Supplier" will provide to Autoliv ASP, Inc. the following in accordance with the Part Requirements furnished under separate cover as a part of this contract.

BLANKET 114171-902

FT

1.83000

01/01/98

CORD, PROPAGATION, TIM, RDC
START DATE:12/29/97 STOP DATE:12/31/99
Drawing Rev:C dated:02/04/97 ECO No:
ECO No:
REASON: OTHER

COLLECT



P.03

12:19

'99

Jun 30

Fax:408-637-1376

INVT/ISSU ENE OFFICE

Jun 30 '99 12:20 P.04

fax:406-637-1576

SHIPPING LABEL

BUYER : GARY SDOVILL

1752
000000003
12/29/97

TELEDYNE RYAN AERONAUTICAL
McCORMICK SELPH ORDNANCE
3601 UNION RD
P O BOX 6
HOLLISTER CA 95024-0006

AUTOLIV ASP, INC
BRIGHAM CITY FACILITY
250 AMERICAN WAY
BRIGHAM CITY, UTAH 84302

FOR: ORIGIN

008786 SEE
RELEASE TRUCK 30TH PROX 3

PRICE EFF
DATE

BLANKET 114482-901 FT 1.83000 01/01/98
CORD, PROPAGATION 1.95000 04/01/98
START DATE:12/29/97 STOP DATE:12/31/99 2.00000 10/01/98
Drawing Rev:A dated:02/04/97 ECO No:
ECO No:
REASON: OTHER

NOTE I THE SUPPLIER SHALL USE QS 9000, SECTION I AS ITS
FUNDAMENTAL QUALITY SYSTEM AND AS AMENDED FROM
TIME TO TIME

NOTE II THE SUPPLIER SHALL COMPLY WITH AUTOLIV ASP, INC.
SPECIFIC QUALITY REQUIREMENTS (A9QR AND A51)

NOTE III THE PRODUCTION PART APPROVAL PROCESS (PPAP) SHALL
APPLY TO THIS PURCHASE ORDER AND INCLUDE THE
FOLLOWING:

RUN AT RATE
GM 1000 N (ENVIRONMENTAL STATEMENT:
TOXIC & HAZARDOUS)
ALL AUTOLIV / CUSTOMER TOOLING DRAWINGS /
BLUEPRINTS
CERTIFICATE OF ORIGIN (IF MANUFACTURED OR USING
NON-US PRODUCT)

NOTE IV ALL MATERIALS USED IN PART MANUFACTURE SHALL SATISFY
CURRENT GOVERNMENTAL AND SAFETY CONSTRAINTS ON
RESTRICTED, TOXIC AND HAZARDOUS MATERIALS; AS WELL
AS ENVIRONMENTAL, ELECTRICAL AND ELECTROMAGNETIC
CONSIDERATIONS APPLICABLE TO THE COUNTRY OF
MANUFACTURE AND SALE.

NOTE V CONTACT ONE OF THE FOLLOWING FOR SHIPPING INSTRUCTIONS

COLLECT



1044/1150 EXE OFFICE Fax:408-637-1376 Jun 30 '99 12:20 P.05

BUYER : GARY SCOVILL

1752
000000003
12/29/97

TELEDYNE RYAN AERONAUTICAL
McCORMICK SELPH ORDNANCE
3601 UNION RD
P O BOX 6
HOLLISTER CA 95024-0006

AUTOLIV ASP, INC
BRIGHAM CITY FACILITY
250 AMERICAN WAY
BRIGHAM CITY, UTAH 84302

FOB: ORIGIN

008786 SEE
RELEASE

TRUCK 30TH PROX

4

PRICE EFF
DATE

(801) 629-9070 - MODULE FACILITY
(801) 625-8623 - OGDEN FACILITY
(435) 734-6842 - BRIGHAM CITY FACILITY
(435) 471-3010 - PROMONTORY FACILITY
(801) 625-7737 - NORTH OGDEN FACILITY
(801) 620-8034 - CUSHION MFG FACILITY

NOTE VI AUTOLIV ASP, INC.'S TERMS AND CONDITIONS (REV. 1/98) AND
AUTOLIV ASP, INC.'S ADDENDUM TO PURCHASE ORDER TERMS AND
AND CONDITIONS (ELECTRONIC DATA INTERCHANGE TERMS AND
CONDITIONS (REV. 1/98) ARE INCORPORATED BY REFERENCE
HEREIN. A COPY OF SAID TERMS AND CONDITIONS HAS BEEN
PROVIDED TO SUPPLIER OR IS ATTACHED. ADDITIONAL COPIES
ARE AVAILABLE UPON REQUEST.

NOTE VII AUTOLIV ASP INC.'S SPECIAL PURCHASE ORDER TERMS AND
CONDITIONS (CRITICAL COMPONENTS) (REV. 1/98) SHALL ALSO
APPLY TO THIS CONTRACT.

NOTE VIII SALES TAX CLAUSE 1 APPLIES.

NOTE IX AUTOLIV ASP, INC. TO FURNISH PACKAGING MATERIAL



COLLECT

June 18, 1999

Dear Valued Employee:

As previously announced, Teledyne Industries, Inc. has agreed to sell the McCormick Selph Ordnance Business unit (the "Business") to McCormick Selph, Inc., an affiliate of J.F. Lehman Equity Investors I, L.P. in connection with this transaction, the Purchaser has agreed to make an offer of employment to all salaried and hourly employees of the Business.

As we work toward the closing of this transaction and a smooth and orderly transition, the Purchaser has requested that each McCormick Selph employee authorize the release of his or her personnel file to the Purchaser.

Please indicate your consent to the release of your personnel file by signing below and returning the signed letter to my Executive Assistant, Angie Filice, by Friday, June 25, 1999. Please feel free to make a copy for your records. Your cooperation and assistance with this matter is greatly appreciated.

Please contact me should you have any questions concerning this request.

Sincerely,

Gerry McCartha
Vice President & General Manager

The undersigned hereby consents
to the release of his or her personnel
file to the Purchaser.

Sign name here: _____

Print name here: _____

Date: _____

McCormick Selph
Employee Roster
Current As Of 6/18/99

DEPT	DEPARTMENT	CLOCK #	EMPLOYEE NAME	JOB TITLE	STATUS	EMPL	COMBENT	RECD
						NO	YES	NO
ON MCCORMICK SELPH PAYROLL								
110	FINANCE	3383	(b) (6)	DATA ENTRY SPECIALIST		"H"	X	
110	FINANCE	4761	(b) (6)	MANAGER		"S"		X
110	FINANCE	4903	(b) (6)	SUPERVISOR		"S"	X	
110	FINANCE	5181	(b) (6)	PLANT CONTROLLER		"S"		X
110	FINANCE	5243	(b) (6)	CLERK SR.		"H"	X	
120	CONTRACTS	1028	(b) (6)	CONTRACT ADMIN. SR.		"S"	X	
120	CONTRACTS	1288	(b) (6)	MANAGER		"S"	X	
120	CONTRACTS	8062	(b) (6)	CONTRACT ADMIN. SR.	VAC	"S"	X	
120	CONTRACTS	8237	(b) (6)	CONTRACTS COORDINATOR		"H"	X	
120	CONTRACTS	8289	(b) (6)	SECRETARY		"H"	X	
130	INFO SERVICES	2998	(b) (6)	COMPUTER OPERATOR		"H"	X	
130	INFO SERVICES	4252	(b) (6)	ASSISTANT DIRECTOR		"S"	X	
130	INFO SERVICES	5288	(b) (6)	PC SPECIALIST		"H"	X	
140	PRICING	130	(b) (6)	PRICING ANALYST SR.		"S"	X	
140	PRICING	281	(b) (6)	PRICING ANALYST SR.		"S"	X	
180	HUMAN RES.	8003	(b) (6)	SUPERVISOR		"S"	X	
180	COMM BUS DEVELOP	4888	(b) (6)	ACCOUNT MANAGER		"S"	X	
180	COMM BUS DEVELOP	4773	(b) (6)	ACCOUNT MANAGER		"S"		X Vac
170	ADMIN. SERVICES	4879	(b) (6)	COMMUNICATIONS SPECIALIST SR		"H"	X	
180	AERO BUS DEVELOP	198	(b) (6)	DIRECTOR		"S"	X	
180	EXECUTIVE	483	(b) (6)	EXECUTIVE SECRETARY		"S"	X	
180	EXECUTIVE	8088	(b) (6)	VICE PRESIDENT/GENERAL MANAGER		"S"	X	
310	INSPECTION	184	(b) (6)	FOREPERSON		"S"	X	
310	INSPECTION	410	(b) (6)	FOREPERSON		"S"	X	
310	INSPECTION	1417	(b) (6)	SR INSPECTOR		"H"	X	
310	INSPECTION	2883	(b) (6)	SR MECH INSPECTOR		"H"	X	
310	INSPECTION	3913	(b) (6)	SR INSPECTOR		"H"	X	
310	INSPECTION	3810	(b) (6)	INSPECTOR II		"H"	X	
310	INSPECTION	3817	(b) (6)	X-RAY TECHNICIAN II		"H"	X	
310	INSPECTION	4071	(b) (6)	MECH INSPECTOR II		"H"	X	
310	INSPECTION	4078	(b) (6)	SR INSPECTOR		"H"	X	
310	INSPECTION	4207	(b) (6)	SR INSPECTOR		"H"	X	
310	INSPECTION	4308	(b) (6)	SUPERVISOR		"S"	X	
310	INSPECTION	4316	(b) (6)	SR INSPECTOR		"H"	X	
310	INSPECTION	4572	(b) (6)	INSPECTOR II		"H"	X	
310	INSPECTION	4887	(b) (6)	X-RAY TECHNICIAN I		"H"	X	
310	INSPECTION	5188	(b) (6)	CLERK SR.		"H"	X	
310	INSPECTION	5183	(b) (6)	MECH INSPECTOR II		"H"	X	
310	INSPECTION	5238	(b) (6)	INSPECTOR I		"H"	X	
310	INSPECTION	5249	(b) (6)	X-RAY TECHNICIAN I		"H"	X	
320	TEST	1319	(b) (6)	TEST TECHNICIAN II		"H"	X	
320	TEST	1328	(b) (6)	SR TEST TECHNICIAN		"H"	X	
320	TEST	3081	(b) (6)	SR TEST TECHNICIAN		"H"	X	
320	TEST	3681	(b) (6)	CALIBRATION SERV TECH		"H"	X	
320	TEST	3674	(b) (6)	SR TEST TECHNICIAN		"H"	X	
320	TEST	3716	(b) (6)	SR TEST TECHNICIAN		"H"	X	
320	TEST	4081	(b) (6)	SUPERVISOR		"S"	X	
320	TEST	4443	(b) (6)	TEST TECHNICIAN II		"H"	X	
320	TEST	4483	(b) (6)	SR TEST TECHNICIAN		"H"	X	
320	TEST	4840	(b) (6)	CALIBRATION SERV TECH	VAC	"H"	X	
320	TEST	5133	(b) (6)	TEST TECHNICIAN II		"H"	X	
320	TEST	5137	(b) (6)	TEST TECHNICIAN I		"H"	X	
320	TEST	5239	(b) (6)	TEST TECHNICIAN I		"H"	X	
320	TEST	5252	(b) (6)	TEST TECHNICIAN I		"H"	X	
330	QUALITY ENGINEER	2336	(b) (6)	CHEMIST SR.		"S"	X	

McCormick Selph
Employee Roster
Current As Of 6/19/99

DEPT	DEPARTMENT	CLOCK #	EMPLOYEE NAME	JOB TITLE	STATUS	FLY	CONSENT	REC'D
1						BAL	YES	NO
330	QUALITY ENGINEER	3424	(b) (6)	SUPERVISOR		S	X	
330	QUALITY ENGINEER	3881	(b) (6)	SR TEST TECHNICIAN		T	X	
330	QUALITY ENGINEER	4414	(b) (6)	CHEMIST SR		S	X	
380	QUALITY ASSUR/ADM	162	(b) (6)	EXECUTIVE SECRETARY		S	X	
380	QUALITY ASSUR/ADM	1311	(b) (6)	DIRECTOR		S	X	
370	SAFETY/SECURENVR	3760	(b) (6)	SR WATCH COMMANDER/TRNG SRGNT		T	X	
370	SAFETY/SECURENVR	4002	(b) (6)	ENVIRONMENTAL TECHNICIAN		T	X	
370	SAFETY/SECURENVR	4289	(b) (6)	DIRECTOR		S	X	
370	SAFETY/SECURENVR	4328	(b) (6)	MANAGER		S	X	
370	SAFETY/SECURENVR	4304	(b) (6)	WATCH COMMANDER CORPORAL		T	X	
370	SAFETY/SECURENVR	4337	(b) (6)	ENVIRONMENTAL TECHNICIAN		T	X	
370	SAFETY/SECURENVR	4787	(b) (6)	EXECUTIVE SECRETARY		S	X	
370	SAFETY/SECURENVR	4842	(b) (6)	SAFETY TECH		T	X	
370	SAFETY/SECURENVR	5111	(b) (6)	RESOURCE PROTECTION SPECIALIST	SIC	T	X	
370	SAFETY/SECURENVR	5184	(b) (6)	RESOURCE PROTECTION SPECIALIST		T	X	
370	SAFETY/SECURENVR	5188	(b) (6)	SAFETY PROGRAM SPECIALIST		S	X	
370	SAFETY/SECURENVR	5220	(b) (6)	RESOURCE PROTECTION SPECIALIST		T	X	
370	SAFETY/SECURENVR	5243	(b) (6)	RESOURCE PROTECTION SPECIALIST		T	X	
370	SAFETY/SECURENVR	5253	(b) (6)	RESOURCE PROTECTION SPECIALIST		T	X	
510	SHIPPING/TRANSPOR	146	(b) (6)	MANAGER		S	X	
510	SHIPPING/TRANSPOR	368	(b) (6)	OPERATIONS CONTROLLER		S	X	
510	SHIPPING/TRANSPOR	3058	(b) (6)	DRIVER		T	X	
510	SHIPPING/TRANSPOR	4045	(b) (6)	SR SHIPPING/RECEIVING CLERK		T	X	
510	SHIPPING/TRANSPOR	4777	(b) (6)	MATERIAL HANDLER I		T	X	
510	SHIPPING/TRANSPOR	5044	(b) (6)	FAB TECHNICIAN I		T	X	
510	SHIPPING/TRANSPOR	5136	(b) (6)	DRIVER	VAC	T	X	
510	SHIPPING/TRANSPOR	5185	(b) (6)	CLERK		T	X	
510	SHIPPING/TRANSPOR	5207	(b) (6)	PACKAGING TECH		T	X	
520	MAINTENANCE	581	(b) (6)	MAINTENANCE HELPER		T	X	
520	MAINTENANCE	1777	(b) (6)	FOREPERSON		S	X	
520	MAINTENANCE	2117	(b) (6)	SR MAINTENANCE MECHANIC	DIS	T	X	
520	MAINTENANCE	2218	(b) (6)	MAINTENANCE HELPER		T	X	
520	MAINTENANCE	5051	(b) (6)	MAINTENANCE MECHANIC		T	X	
520	MAINTENANCE	5162	(b) (6)	SR MAINTENANCE MECHANIC		T	X	
520	MAINTENANCE	5234	(b) (6)	MAINTENANCE HELPER		T	X	
530	AEROSPACE MFG	121	(b) (6)	SR FAB TECHNICIAN		T	X	
530	AEROSPACE MFG	143	(b) (6)	SR FAB TECHNICIAN		T	X	
530	AEROSPACE MFG	218	(b) (6)	SR FAB TECHNICIAN		T	X	
530	AEROSPACE MFG	330	(b) (6)	SR FAB TECHNICIAN		T	X	
530	AEROSPACE MFG	458	(b) (6)	SR FAB TECHNICIAN		T	X	
530	AEROSPACE MFG	1483	(b) (6)	SR FAB TECHNICIAN		T	X	
530	AEROSPACE MFG	2125	(b) (6)	SR FAB TECHNICIAN		T	X	
530	AEROSPACE MFG	2146	(b) (6)	FAB TECHNICIAN II		T	X	
530	AEROSPACE MFG	2280	(b) (6)	SR FAB TECHNICIAN		T	X	
530	AEROSPACE MFG	2328	(b) (6)	TEAM LEADER		T	X	
530	AEROSPACE MFG	2344	(b) (6)	SR FAB TECHNICIAN	VAC	T	X	
530	AEROSPACE MFG	2829	(b) (6)	FAB TECHNICIAN II		T	X	
530	AEROSPACE MFG	3343	(b) (6)	TEAM LEADER		T	X	
530	AEROSPACE MFG	3552	(b) (6)	FAB TECHNICIAN II	DIS	T	X	X Leave
530	AEROSPACE MFG	3688	(b) (6)	SR FAB TECHNICIAN		T	X	
530	AEROSPACE MFG	4083	(b) (6)	FAB TECHNICIAN II	VAC	T	X	
530	AEROSPACE MFG	4084	(b) (6)	SR FAB TECHNICIAN	DIS	T	X	X Leave
530	AEROSPACE MFG	4100	(b) (6)	FAB TECHNICIAN II		T	X	
530	AEROSPACE MFG	4224	(b) (6)	WELDER, SR		T	X	
530	AEROSPACE MFG	4445	(b) (6)	SR FAB TECHNICIAN		T	X	
530	AEROSPACE MFG	4507	(b) (6)	FAB TECHNICIAN II		T	X	
530	AEROSPACE MFG	4518	(b) (6)	SR FAB TECHNICIAN		T	X	
530	AEROSPACE MFG	4585	(b) (6)	SR FAB TECHNICIAN		T	X	

McCormick Selph
Employee Roster
Current As Of 6/1/99

DEPT	DEPARTMENT	CLOCK #	EMPLOYEE NAME	JOB TITLE	STATUS	REL	CONSENT	REC'D NO
530	AEROSPACE MFG	4818	(b) (6)	FAB TECHNICIAN II		TH	X	
530	AEROSPACE MFG	4910	(b) (6)	FAB TECHNICIAN II		TH	X	
530	AEROSPACE MFG	4805	(b) (6)	SR FAB TECHNICIAN		TH	X	
530	AEROSPACE MFG	4877	(b) (6)	SR FAB TECHNICIAN		TH	X	
530	AEROSPACE MFG	4988	(b) (6)	FAB TECHNICIAN I		TH	X	
530	AEROSPACE MFG	5042	(b) (6)	FAB TECHNICIAN I		TH	X	
530	AEROSPACE MFG	6055	(b) (6)	FAB TECHNICIAN II		TH	X	
530	AEROSPACE MFG	5185	(b) (6)	FAB TECHNICIAN I		TH	X	
530	AEROSPACE MFG	5187	(b) (6)	FAB TECHNICIAN I		TH	X	
530	AEROSPACE MFG	5208	(b) (6)	FAB TECHNICIAN I		TH	X	
530	AEROSPACE MFG	5208	(b) (6)	FAB TECHNICIAN I		TH	X	
530	AEROSPACE MFG	5211	(b) (6)	FAB TECHNICIAN I		TH	X	
530	AEROSPACE MFG	5212	(b) (6)	FAB TECHNICIAN I		TH	X	
530	AEROSPACE MFG	5213	(b) (6)	FAB TECHNICIAN I		TH	X	
530	AEROSPACE MFG	5214	(b) (6)	FAB TECHNICIAN I		TH	X	
530	AEROSPACE MFG	5218	(b) (6)	FAB TECHNICIAN I		TH	X	
530	AEROSPACE MFG	5218	(b) (6)	FAB TECHNICIAN I		TH	X	
530	AEROSPACE MFG	5219	(b) (6)	FAB TECHNICIAN I		TH	X	
530	AEROSPACE MFG	5244	(b) (6)	FAB TECHNICIAN I		TH	X	
530	AEROSPACE MFG	5247	(b) (6)	FAB TECHNICIAN I		TH	X	
530	AEROSPACE MFG	5248	(b) (6)	FAB TECHNICIAN I		TH	X	
530	AEROSPACE MFG	5250	(b) (6)	WELDER I		TH	X	
530	AEROSPACE MFG	5285	(b) (6)	FAB TECHNICIAN I		TH	X	
540	MACHINE SHOP	175	(b) (6)	EXPERIMENTAL MACHINIST		TH	X	
540	MACHINE SHOP	278	(b) (6)	EXPERIMENTAL MACHINIST		TH	X	
540	MACHINE SHOP	317	(b) (6)	EXPERIMENTAL MACHINIST		TH	X	
540	MACHINE SHOP	3005	(b) (6)	EXPERIMENTAL MACHINIST	ONS	TH	X	
540	MACHINE SHOP	3448	(b) (6)	EXPERIMENTAL MACHINIST	SIC	TH	X	
540	MACHINE SHOP	5028	(b) (6)	MACHINIST		TH	X	
540	MACHINE SHOP	5204	(b) (6)	JOURNEY MACHINIST		TH	X	
550	CHEMICAL OPS	245	(b) (6)	SUPERVISOR		S	X	
550	CHEMICAL OPS	2783	(b) (6)	SR CHEMICAL OPERATOR		TH	X	
550	CHEMICAL OPS	3225	(b) (6)	RESEARCH SCIENTIST	VAC	S	X	
550	CHEMICAL OPS	3279	(b) (6)	ASSISTANT DIRECTOR		S	X	
550	CHEMICAL OPS	3485	(b) (6)	SR CHEMICAL OPERATOR	WC	TH	X	
550	CHEMICAL OPS	3715	(b) (6)	CHEMICAL OPERATOR		TH	X	
550	CHEMICAL OPS	4148	(b) (6)	SR MAINTENANCE MECHANIC		TH	X	
550	CHEMICAL OPS	4570	(b) (6)	SR CHEMICAL OPERATOR		TH	X	
550	CHEMICAL OPS	4620	(b) (6)	SR CHEMICAL OPERATOR		TH	X	
550	CHEMICAL OPS	6067	(b) (6)	FAB TECHNICIAN II		TH	X	
550	CHEMICAL OPS	6217	(b) (6)	CHEMICAL OPERATOR		TH	X	
550	CHEMICAL OPS	6251	(b) (6)	CHEMICAL OPERATOR		TH	X	
550	PRODUCTION CONTR	3808	(b) (6)	SUPERVISOR		S	X	
550	PRODUCTION CONTR	3881	(b) (6)	SR PRODUCTION CONTROLLER		TH	X	
550	PRODUCTION CONTR	4042	(b) (6)	OPERATIONS SUPPORT SPECIALIST		TH	X	
550	PRODUCTION CONTR	4248	(b) (6)	SR OPER SUPPORT SPECIALIST		TH	X	
550	PRODUCTION CONTR	4787	(b) (6)	PRODUCTION CONTROLLER		TH	X	
550	PRODUCTION CONTR	4789	(b) (6)	PRODUCTION CONTROLLER		TH	X	
550	PRODUCTION CONTR	6059	(b) (6)	PRODUCTION CONTROLLER		TH	X	
570	STORES/RECEIVING	2038	(b) (6)	SUPERVISOR		S	X	
570	STORES/RECEIVING	4514	(b) (6)	STOREKEEPER I		TH	X	
570	STORES/RECEIVING	4910	(b) (6)	SR STOREKEEPER		TH	X	
570	STORES/RECEIVING	5109	(b) (6)	STOREKEEPER I		TH	X	
570	STORES/RECEIVING	5205	(b) (6)	DATA ENTRY SPECIALIST		TH	X	
570	STORES/RECEIVING	5215	(b) (6)	STOREKEEPER II		TH	X	
580	AERO OPS ADMIN	4853	(b) (6)	MANAGER		S	X	
580	AERO OPS ADMIN	5139	(b) (6)	SECRETARY SR		TH	X	
590	CNC LINEAR OPS	438	(b) (6)	SR FAB TECHNICIAN		TH	X	

P.04

3:09

Jun 30 '99

McCORMICK SELPH H. R. Fax:4086375885

McCormick Selph
Employee Roster
Current As Of 6/1/98

DEPT	DEPARTMENT	CLOCK #	EMPLOYEE NAME	JOB TITLE	STATUS	HRV BAL	CONVERT YRS	RECD SO
590	CMC LINEAR OPS	3328	(b) (6)	SR FAB TECHNICIAN		14	X	
590	CMC LINEAR OPS	3348	(b) (6)	SR FAB TECHNICIAN		14	X	
590	CMC LINEAR OPS	4013	(b) (6)	ENGINEER SR		8	X	
590	CMC LINEAR OPS	4112	(b) (6)	SR FAB TECHNICIAN		14	X	
590	CMC LINEAR OPS	4140	(b) (6)	SR FAB TECHNICIAN		14	X	
590	CMC LINEAR OPS	4666	(b) (6)	FAB TECHNICIAN II		14	X	
590	CMC LINEAR OPS	4786	(b) (6)	FAB TECHNICIAN II		14	X	
590	CMC LINEAR OPS	4853	(b) (6)	FAB TECHNICIAN II		14	X	
590	CMC LINEAR OPS	4926	(b) (6)	FAB TECHNICIAN I		14	X	
590	CMC LINEAR OPS	5022	(b) (6)	SR FAB TECHNICIAN		14	X	
590	CMC LINEAR OPS	5233	(b) (6)	FAB TECHNICIAN I		14	X	
610	COMMER. PRODUCTS	3629	(b) (6)	MANAGER		8	X	
610	COMMER. PRODUCTS	3682	(b) (6)	BUYER		8	X	
610	COMMER. PRODUCTS	4104	(b) (6)	CUSTOMER SERVICE REP		8	X	
610	COMMER. PRODUCTS	4644	(b) (6)	ENGINEER ASSOC.		8	X	
610	COMMER. PRODUCTS	5029	(b) (6)	ENGINEER SR		8	X	
610	COMMER. PRODUCTS	6100	(b) (6)	DIRECTOR		8	X	
610	COMMER. PRODUCTS	6130	(b) (6)	ENGINEER		8	X	
610	COMMER. PRODUCTS	6131	(b) (6)	ENGINEER		8	X	
610	COMMER. PRODUCTS	6186	(b) (6)	ENGINEER		8	X	
620	ENGINEERING SERV.	3184	(b) (6)	SUPERVISOR		8	X	
620	ENGINEERING SERV.	4280	(b) (6)	MANAGER	VAC	8	X	
620	ENGINEERING SERV.	4561	(b) (6)	DESIGNER	VAC	8	X	
620	ENGINEERING SERV.	5118	(b) (6)	JR. DRAFTER		14	X	
620	ENGINEERING SERV.	5175	(b) (6)	JR. DRAFTER		8	X	
630	AUTOMOTIVE LAB	1396	(b) (6)	SR FAB TECHNICIAN	SC	14	X	
630	AUTOMOTIVE LAB	2873	(b) (6)	SR FAB TECHNICIAN		14	X	
650	RELIABILITY ENGINEER	3788	(b) (6)	MANAGER		8	X	
650	RELIABILITY ENGINEER	5091	(b) (6)	ENGINEER ASSOC.		14	X	
710	PURCHASING	3937	(b) (6)	BUYER SR		8	X	
710	PURCHASING	5173	(b) (6)	MANAGER		8	X	
710	PURCHASING	5180	(b) (6)	BUYER SR		8	X	
710	PURCHASING	5181	(b) (6)	BUYER SR		8	X	
710	PURCHASING	5186	(b) (6)	COMPUTER OPERATOR		14	X	
710	PURCHASING	5210	(b) (6)	BUYER SR		8	X	
750	AERO PRODUCTS	106	(b) (6)	ENGINEER LEAD		8	X	
750	AERO PRODUCTS	469	(b) (6)	ENGINEER SR		8	X	
750	AERO PRODUCTS	1333	(b) (6)	ENGINEER SR		8	X	
750	AERO PRODUCTS	2136	(b) (6)	MASTER SCHEDULER		8	X	
750	AERO PRODUCTS	3648	(b) (6)	ENGINEER SR		8	X	
750	AERO PRODUCTS	3673	(b) (6)	MASTER SCHEDULER		8	X	
750	AERO PRODUCTS	3787	(b) (6)	SECRETARY SR		14	X	
750	AERO PRODUCTS	3993	(b) (6)	PROGRAM MANAGER		8	X	
750	AERO PRODUCTS	4211	(b) (6)	ENGINEER SR		8	X	
750	AERO PRODUCTS	4314	(b) (6)	ENGINEER SR		8	X	
750	AERO PRODUCTS	4468	(b) (6)	ENGINEER SR		8	X	
750	AERO PRODUCTS	4614	(b) (6)	DIRECTOR		8	X	
750	AERO PRODUCTS	4651	(b) (6)	ENGINEER		8	X	
750	AERO PRODUCTS	4740	(b) (6)	PROGRAM MANAGER		8	X	
750	AERO PRODUCTS	4901	(b) (6)	ENGINEER		8	X	
750	AERO PRODUCTS	4968	(b) (6)	ENGINEER SR	VAC	8	X	
750	AERO PRODUCTS	5064	(b) (6)	ENGINEER SR		8	X	
750	AERO PRODUCTS	5097	(b) (6)	ENGINEER		8	X	
750	AERO PRODUCTS	5115	(b) (6)	ENGINEER		8	X	
750	AERO PRODUCTS	5134	(b) (6)	PROGRAM MANAGER		8	X	X Vac
750	AERO PRODUCTS	5136	(b) (6)	ENGINEER		8	X	
750	AERO PRODUCTS	5139	(b) (6)	MASTER SCHEDULER		8	X	
750	AERO PRODUCTS	5190	(b) (6)	ENGINEER		8	X	

McCormick Selph
Employee Roster
Current As Of 6/1/99

DEPT #	DEPARTMENT	CLOCK #	EMPLOYEE NAME	JOB TITLE	STATUS	HFLY BAL	CONSENT YES	RECD NO
750	AERO PRODUCTS	5209	(b) (6)	ENGINEER		"S"	X	
750	AERO PRODUCTS	5232	(b) (6)	MASTER SCHEDULER		"S"	X	
780	AERO PRODUCTS	5240	(b) (6)	ENGINEER		"S"	X	
780	AERO PRODUCTS	5241	(b) (6)	PROGRAM MANAGER		"S"	X	
750	AERO PRODUCTS	5254	(b) (6)	ENGINEER		"S"	X	
750	AERO PRODUCTS	5264	(b) (6)	ENGINEER		"S"	X	
780	AERO PRODUCTS	5267	(b) (6)	ENGINEER		"S"	X	
810	BOLATRON-MGG	5152	(b) (6)	AUTOMATED MACHINE TECH		"H"	X	
810	BOLATRON-MGG	5177	(b) (6)	FAB TECHNICIAN I		"H"	X	
810	BOLATRON-MGG	5188	(b) (6)	ELEC-MECH AUTO TECH		"H"	X	
820	TEM 5 - MGG	5174	(b) (6)	ELEC-MECH AUTO TECH		"H"	X	
820	TEM 5 - MGG	5181	(b) (6)	ELEC-MECH AUTO TECH		"H"	X	
820	TEM 5 - MGG	5184	(b) (6)	AUTOMATED MACHINE TECH		"H"	X	
820	TEM 5 - MGG	5230	(b) (6)	ELEC-MECH AUTO TECH		"H"	X	
830	ASSEMBLY - MGG	4881	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	4889	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5132	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5164	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5188	(b) (6)	FAB TECHNICIAN I		"H"	X	XP Leave
830	ASSEMBLY - MGG	5170	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5171	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5176	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5179	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5186	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5189	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5200	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5201	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5202	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5203	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5221	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5222	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5224	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5225	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5227	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5228	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5229	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5231	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5236	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5257	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5258	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5259	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5280	(b) (6)	FAB TECHNICIAN I	SC	"H"	X	
830	ASSEMBLY - MGG	5281	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5282	(b) (6)	FAB TECHNICIAN I		"H"	X	
830	ASSEMBLY - MGG	5283	(b) (6)	FAB TECHNICIAN I		"H"	X	
880	MGG EQUIP MAINTEN	4485	(b) (6)	ENGINEER SR		"S"	X	
880	MGG EQUIP MAINTEN	5117	(b) (6)	ELEC-MECH AUTO TECH		"H"	X	
880	MGG EQUIP MAINTEN	5121	(b) (6)	ELEC-MECH AUTO TECH		"H"	X	
880	MGG EQUIP MAINTEN	5150	(b) (6)	ELEC-MECH AUTO TECH		"H"	X	
880	MGG EQUIP MAINTEN	5245	(b) (6)	ELEC-MECH AUTO TECH		"H"	X	
890	MGG MANUFACT. ADN	3938	(b) (6)	TEAM LEADER		"H"	X	
890	MGG MANUFACT. ADN	4189	(b) (6)	FAB TECHNICIAN II		"H"	X	
890	MGG MANUFACT. ADN	4189	(b) (6)	ENGINEER SR		"S"	X	
890	MGG MANUFACT. ADN	5047	(b) (6)	FAB TECHNICIAN II		"H"	X	
890	MGG MANUFACT. ADN	5120	(b) (6)	ENGINEER		"S"	X	
890	MGG MANUFACT. ADN	5122	(b) (6)	PRODUCTION CONTROLLER		"H"	X	
890	MGG MANUFACT. ADN	5140	(b) (6)	EXPEDITER		"H"	X	
890	MGG MANUFACT. ADN	5144	(b) (6)	MASTER SCHEDULER		"S"	X	

P.06

3:11

Jun 30 '99

McCORMICK SELPH H. R. Fax:4086375886

MCCORMICK SELPH H. R. Fax: 4086375886

6-11-IMPULSE TELETYPE 1220 6-11-68, BOSTON, 2-22 PM

DO NOT RECORD

DOCUMENT NO. _____

STATEMENT OF DOCUMENTARY TRANSFER TAX DUE AND
REQUEST THAT AMOUNT OF TAX NOT BE MADE A PART
OF THE PERMANENT RECORD IN THE OFFICE OF THE COUNTY RECORDER

To: County Recorder:

Request is hereby made in accordance with Section 11932 of the Revenue & Taxation Code that the amount of tax shall be shown on this statement which shall be affixed to the document by the recorder after the record is made and before the original is returned as specified in Section 27321 of the Government Code.

Teledyne Industries, Inc.
(Name of grantor)

and

McCormick Selph, Inc.

Property described in the accompanying document is located in

- ☐ City of _____
☒ Unincorporated Area

The amount of tax due on the accompanying document is \$ 12,788.60 (City & County)

- ☒ Computed on full value of property conveyed, or
☐ Computed on full value less liens and encumbrances remaining thereon at time of sale.

TELEDYNE INDUSTRIES, INC. Executive Vice President,
Finance and Administration
and Chief Financial Officer
By: James J. May Title _____
Signature of declarant or agent determining tax-firm name

20

YEAR

1998 Withholding Exemption Certificate for
CCH Real Estate Sale (For use by sellers of California real estate)

CALIFORNIA FORM

590-RE

File this form with your withholding agent or buyer.

Withholding agent's name

N/A

Seller's name

TELEDYNE INDUSTRIES, INC.

Seller's address (number and street)

2049 Century Park East

Seller's daytime telephone number

City

Los Angeles,

State

California

ZIP code

90067-3101

Read the following carefully and check the box that applies to the seller:

☐ Certificate of Residency – Individuals:

I am a resident of California and reside at the address shown above. See instructions for the definition of a resident.

☐ Certificate of Principal Residence – Individuals:

The California real property located at _____
qualifies as my principal residence within the meaning of Internal Revenue Code Section 1034. See instructions for the definition of a principal residence

☒ Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified to do business in California.
See instructions for the definition of a permanent place of business.

☐ Partnerships:

The above-named entity is a partnership and the recorded title to the property is in the name of the partnership. The partnership will file a California return to report the sale and will withhold on foreign and domestic nonresident partners when required.

☐ Limited Liability Companies (LLCs):

The above-named entity is an LLC and the recorded title to the property is in the name of the LLC. The LLC will file a California return to report the sale and will withhold on foreign and domestic nonresident members when required.

☐ Tax-Exempt Entity or Nonprofit Organizations:

The above-named entity is exempt from tax under California or federal law.

☐ Irrevocable Trust:

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary return reporting the sale and will withhold on foreign and domestic nonresident beneficiaries when required.

☐ Certificate of Residency of Deceased Person – Estate:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary return reporting the sale and will withhold on foreign and domestic nonresident beneficiaries.

☐ Bank:

The above-named entity is a bank or a bank acting as a fiduciary for a trust.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct.
If conditions change, I will promptly inform the withholding agent.

Seller's name and title (type or print) TELEDYNE INDUSTRIES, INC.

Seller's social security number, California corporation number, FEIN or California Secretary of State file number 95-2316679

(NOTE: Failure to provide your identification number will render this certificate void.)

TELEDYNE INDUSTRIES, INC.

Seller's signature By Jim Smy, Title Exec. V.P. Date July 16, 1999
its _____

For Privacy Act Notice, see form FT9 1131 (individuals only).

8js@011.doc

OWNER'S AFFIDAVIT AND GAP INDEMNITY AGREEMENT

Commitment No. 113492DP
NYLS No.: 103269-CA
Premises: 3601 Union Road, Hollister, CA 95023 (San Benito County)
Underwriter: First American Title Insurance Company ("Title Insurer")

State of

County of

*Executive Vice President, Finance
and Administration and
Chief Financial Officer*

1. The undersigned serves as the duly appointed _____ of Teledyne Industries, Inc., a California corporation ("Owner"). After due inquiry, I have knowledge of the facts stated herein and am fully authorized and qualified to make this affidavit.
2. Owner acquired title to the real property (the "Premises") described in the deeds set forth in numbered paragraph 1 of Exhibit A, attached hereto and made a part hereof, pursuant to such deeds.
3. The Premises are free from all unrecorded leases and tenancies created by the Owner except as set forth in numbered paragraph 2 on Exhibit A (the "Lease"). The Lease contains no options to purchase or rights of first refusal.
4. Owner is in sole possession of the Premises, except where there are tenants in occupancy under the Lease.
5. Except as appears in the Commitment No. 113492DF dated June 14, 1999 issued by the Title Insurer with respect to the Premises, there are no Federal tax claims or tax liens against the Premises as a result of federal tax liability of the Owner.
6. All applicable municipal, county and state real property taxes and assessments with respect to the Premises and all utility charges with respect the Premises are paid through the date of closing, except such municipal, county and state real property taxes and assessments and utility charges which are subject to proration between the Owner and the purchaser of the Premises.
7. No proceedings in bankruptcy, receivership, assignment for the benefit of creditors or other insolvency proceedings have been instituted by or against Owner within the last 10 years.
8. The Owner is in good standing in the State of California as a corporation formed under the laws of the State of California with the charter of the Owner being in full force and effect and no proceeding is pending in the State of California seeking the dissolution of the Owner. All entity taxes, due and owing as of the date of this Affidavit and payable to the State of California by the Owner, such as license taxes, state franchise taxes and all other applicable entity taxes, have been paid in full.

9. No work ^{or new construction} has been performed or materials furnished within the last 123 days for repair or construction of any additions, alterations or improvements to the Premises and there are no unpaid bills for labor or materials. Owner has received no written notice that any third party has filed or intends to file a mechanic's lien or building contract relating to the Premises other than shown in the Commitment.

10. Owner agrees that in consideration of Title Insurer issuing its policy effective as of the date closing occurs, without taking exception therein of matters which may arise as a result of actions or failures to act by the Owner by municipal, county and state real property taxes and assessments and all utility charges, and which matters may constitute encumbrances on or affect said title, Owner agrees to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien, or objectionable matter of title which may arise or be filed, as the case may be, against the Premises as a result of such actions or failures to act by the Owner, municipal, county and state real property taxes and assessments and all utility charges, and to hold harmless and indemnify Title Insurer against all expenses, costs and attorneys' fees which may arise out of Owner's failure to so remove, bond, or otherwise dispose of any said liens, encumbrances or objectionable matters.

11. This affidavit and gap indemnity agreement is made to induce Title Insurer to issue policy of title insurance relating to the Premises, knowing that Title Insurer will rely on the statements made herein.

TELEDYNE INDUSTRIES, INC.
a California corporation

BY: James L. Murdy

NAME: James L. Murdy

TITLE: Executive Vice President, Finance and Administration and Chief Financial Officer

Sworn to before me on

13th day of July, 1999.

Vicki L. Baker
Notary Public

Notarial Seal
Vicki L. Baker, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Nov. 8, 1999
Member, Pennsylvania Association of Notaries

EXHIBIT A

1. Description of the Premises

The Premises consists of approximately 273 acres in an unincorporated area situated in San Benito County, California, as described more particularly by the Corporation Grant Deed of approximately 253 acres recorded with the San Benito County Recorder by Teledyne Industries, Inc., a California corporation, on October 23, 1990 at instrument number 90-09166 and in the Partnership Grant Deed of approximately 20 acres recorded with the San Benito County Recorder by Teledyne Industries, Inc., a California corporation on September 4, 1992 at instrument number 92-08561.

2. The Premises described above is subject to a Grazing Rights Agreement dated as of May 1, 1998 by and between Teledyne Ryan Aeronautical, McCormick Selph Ordnance and Hazel Indart.

NON-FOREIGN STATUS AFFIDAVIT

To inform MCCORMICK SELPH, INC., a California corporation ("Transferee"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1954, as amended (the "Code"), will not be required upon the transfer of certain real property to Transferee by TELEDYNE INDUSTRIES, INC., a California corporation ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. Transferor's U.S. employer identification number is 95-2316679;

3. Transferor's office address is 2049 Century Park East, Los Angeles, California 90067-3101

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by Transferee, and that false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this Certification, and to the best of my knowledge and belief it is true, correct and complete; and I further declare that I have authority to sign this document on behalf of Transferor.

Date: July 16, 1999.

"TRANSFEROR":

TELEDYNE INDUSTRIES, INC., a California corporation

By: James L. Murdy
Name: James L. Murdy

Its: Exec. Vice President, Finance and Administration and Chief Financial Officer

By: [Signature]
Name: _____
Its: _____


TELEDYNE INDUSTRIES, INC.

CERTIFICATE TO FIRST AMERICAN TITLE INSURANCE COMPANY

I, Melanie S. Cibik, an Assistant Secretary of Teledyne Industries, Inc., a California corporation (the "Corporation"), do hereby certify that "Attachment A" contains a true and complete copy of the Articles of Incorporation, as amended to date, of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of this Corporation on this 13th day of July, 1999.

SEAL


Melanie S. Cibik
Assistant Secretary

STATE OF CALIFORNIA



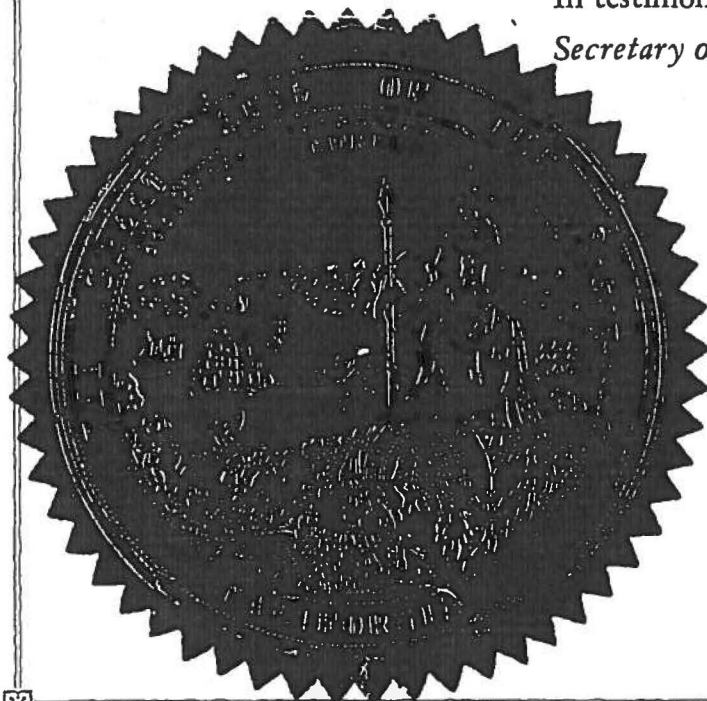
DEPARTMENT OF STATE

To all whom these presents shall come, Greetings:

I, FRANK M. JORDAN, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the RECORD on file in my office, of which it purports to be a copy, and that the same is full, true and correct.

In testimony whereof, I, FRANK M. JORDAN, Secretary of State, have hereunto caused the Great Seal of the State of California to be affixed and my name subscribed, at the City of Sacramento, in the State of California,
this SEP 18 1964



Frank M. Jordan
Secretary of State

By *Walter C. Stutler*
Assistant Secretary of State

FILED
Los Angeles County
SEP 22 1964
Office of County Clerk
Corporation Div.

ARTICLES OF INCORPORATION
OF

TELEDYNE ASSOCIATES, INC.

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
SEP 18 1964
FRANK M. JORDAN, Secretary of State
By JAMES E. HARRIS
Deputy

ONE: The name of the corporation is:

TELEDYNE ASSOCIATES, INC.

TWO: The purposes for which this corporation
is formed are:

(a) The primary business in which this corporation
intends initially to engage is the design, manufacture
and sale of mechanical, electrical and electronic instru-
ments, systems and other equipment, components thereof,
and accessories attendant thereto.

(b) To become a partner (either general or
limited or both) and to enter into agreements of partnership
with one or more persons or corporations for the purpose
of carrying on any business whatsoever which this corpora-
tion may deem proper or convenient in connection with any
of the purposes herein set forth or otherwise, or which
may be calculated directly or indirectly, to promote the
interests of this corporation or to enhance the value of
its property or business.

(c) To engage in any activity and/or business
which is lawful under the laws of the State of California.

THREE: The County in the State of California where
the principal office for the transaction of the business of
this corporation is to be located is Los Angeles County.

FOUR: This corporation is authorized to issue only
one class of shares of stock; the total number of said
shares is two hundred fifty (250); the aggregate par value
of all of said shares shall be Twenty-five Thousand
(\$25,000.00) Dollars; the par value of each of said shares
shall be One Hundred (\$100.00) Dollars.

FIVE: The number of Directors of this corporation shall be three (3).

The names and addresses of the persons who are appointed to act as the first Directors of this corporation are:

<u>Name</u>	<u>Address</u>
Edmund M. Kaufman	9171 Wilshire Boulevard Beverly Hills, California
Irwin G. Barnet	9171 Wilshire Boulevard Beverly Hills, California
Noreen Fillipon	9171 Wilshire Boulevard Beverly Hills, California

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of California, the undersigned, constituting the incorporators of this corporation, including the persons named hereinabove as the first Directors of this corporation, have executed these Articles of Incorporation this 8th day of September, 1964.

Edmund M. Kaufman
Edmund M. Kaufman

Irwin G. Barnet
Irwin G. Barnet

Noreen Fillipon
Noreen Fillipon

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 8th day of September, 1964, before me, the undersigned, Notary Public in and for said County and State residing therein, duly commissioned and sworn, personally appeared EDMUND M. KAUFMAN, IRWIN G. BARNET and NOREEN FILLIPON, known to me to be the persons whose names are subscribed to the foregoing Articles of Incorporation, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Yoshiko Kono
Notary Public in and for said
County and State

Yoshiko Kono (SEAL)
My Commission Expires Nov 27, 1965



DEPARTMENT OF STATE

To all whom these presents shall come, Greetings:

I, FRANK M. JORDAN, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the RECORD on file in my office, of which it purports to be a copy, and that the same is full, true and correct.

In testimony whereof, I, FRANK M. JORDAN,
Secretary of State, have hereunto caused the Great
Seal of the State of California to be
affixed and my name subscribed, at
the City of Sacramento, in the State
of California,

this.....NOV 12 1964.....

Frank M. Jordan
Secretary of State

By *Walter C. Stutler*
Assistant Secretary of State



DOCUMENT FILED
SHERIFFS COUNTY
NOV 19 1964

CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION
OF

TELEDYNE ASSOCIATES, INC.

ENDORSED
FILED
In the Office of the Secretary of State
of the State of California
NOV 12 1964
FRANK M. JORDAN Secretary of State
By P. C. VOGEL
Deputy

OFFICE OF COUNTY CLERK
CORPORATION DIV.

THE UNDERSIGNED, Henry E. Singleton and Robert W.

Johnson, certify that they now are and at all times herein mentioned have been the duly elected and acting President and Assistant Secretary, respectively, of TELEDYNE ASSOCIATES, INC., a California corporation, and that:

1. At a Special Meeting of the Board of Directors of the corporation duly held on November 6, 1964, at Hawthorne, California, the following resolution was duly adopted:

RESOLVED, that Article ONE of the Articles of Incorporation of this corporation be amended to read as follows:

"ONE: The name of the corporation is:

TELEDYNE INDUSTRIES, INC."

RESOLVED, FURTHER, that said amendment is adopted and approved.

2. That the shareholders of this corporation have consented in writing to the adoption of said amendment, a copy of which Consent is attached hereto and made a part of this Certificate, and that

~~XXXXXXX~~ the total number of shares of the corporation entitled to vote on or consent to the adoption of such amendment is ten (10) shares Common Stock, par value \$1.00, and the attached Consent has been executed by the shareholder owning and holding all of said ten (10) shares.

We and each of us do hereby declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on November 6, 1964 at Hawthorne, California.

s/Henry E. Singleton

Henry E. Singleton, President of
Teledyne Associates, Inc.

s/Robert W. Johnson

Robert W. Johnson, Assistant
Secretary of Teledyne Associates, Inc.

WRITTEN CONSENT OF SHAREHOLDERS TO
AMENDMENT OF ARTICLES OF INCORPORATION
OF

TELEDYNE ASSOCIATES, INC.

WHEREAS, the Board of Directors of Teledyne Associates, Inc., a California corporation, at a Special Meeting held at Hawthorne, California on November 6, 1964, duly adopted and approved the following resolution amending the Articles of Incorporation:

RESOLVED, that Article ONE of the Articles of Incorporation of this corporation be amended to read as follows:

"ONE: The name of the corporation is:

TELEDYNE INDUSTRIES, INC."

RESOLVED, FURTHER, that said amendment is adopted and approved.

NOW, THEREFORE, the undersigned shareholder, the owner and holder of ten (10) shares of Common Stock, par value \$1.00 of Teledyne Associates, Inc., does hereby adopt, approve and consent to the foregoing Amendment of Articles and has hereunto signed its name, and following its name, written the date of signing.

TELEDYNE, INC.

By s/Henry E. Singleton November 6, 1964
Henry E. Singleton, President Date

SELLER'S CERTIFICATE

Pursuant to Section 9.1(e) of that certain Amended and Restated Asset Purchase and Sale Agreement dated as of May 17, 1999, as amended (the "Agreement"), between Teledyne Industries, Inc. (the "Seller") and McCormick Selph, Inc., as the assignee of J.F. Lehman Equity Investors I, L.P. (the "Purchaser"), the Seller hereby certifies to the Purchaser as follows:

- (1) The representations and warranties set forth in Section 4 of the Agreement are true and correct in all material respects at and as of the Closing Date;
- (2) The Seller has performed and complied with all of its covenants under the Agreement in all material respects through the Closing Date;
- (3) There is not any action, suit or proceeding pending or threatened before any Governmental Entity or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would (i) prevent consummation of any of the transactions contemplated by the Agreement or any Ancillary Agreement, or (ii) cause any of the transactions contemplated by the Agreement or any Ancillary Agreement to be rescinded following consummation; and
- (4) All applicable waiting periods (and any extension thereof) under the Hart-Scott-Rodino Act have expired or have otherwise been terminated without the objection of the relevant federal authorities.

Capitalized terms used in this certificate without definition have the meanings ascribed to such terms in the Agreement.

WITNESS the due execution hereof as of July 16, 1999.

Teledyne Industries, Inc.

By: 

James L. Murdy

Executive Vice President, Finance and
Administration and Chief Financial Officer

J.F. LEHMAN EQUITY INVESTORS I, L.P.

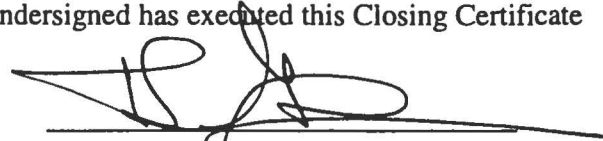
CLOSING CERTIFICATE

This Closing Certificate of J.F. LEHMAN EQUITY INVESTORS I, L.P., a Delaware limited partnership ("JFLEI"), is delivered pursuant to Section 9.2(d) of the Amended and Restated Asset Purchase and Sale Agreement dated as of May 17, 1999 (as amended, the "Purchase Agreement"), by and between Teledyne Industries, Inc., a California corporation (the "Seller") and JFLEI, pursuant to which JFLEI has agreed to purchase substantially all of the assets used by the McCormick Selph Ordnance business unit of the Teledyne Ryan Aeronautical Division of the Seller in the manufacture and distribution of advanced controlled pyrotechnic components and systems for the aerospace industry and automotive safety products for use in connection with airbags and seat belt safety systems. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

The undersigned certifies that he is a duly elected, qualified and acting Managing Member of JFL Investors, L.L.C., the sole General Partner of JFLEI and, solely in such capacity, hereby further certifies as follows:

1. The representations and warranties set forth in Section 5 of the Purchase Agreement are true in all material respects at and as of the Closing Date.
2. JFLEI has performed and complied with all of its covenants under the Purchase Agreement in all material respects through the Closing.
3. There is not any action, suit or proceeding pending or threatened before any Governmental Entity or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would (i) prevent the consummation of any of the transactions contemplated by the Purchase Agreement or any Ancillary Agreement or (ii) cause any of the transaction contemplated by the Purchase Agreement or any Ancillary Agreement to be rescinded following consummation.

IN WITNESS WHEREOF, the undersigned has executed this Closing Certificate
as of July 16, 1999.

A handwritten signature in black ink, appearing to read "Donald Guckman", is written over a horizontal line.

Donald Guckman,
Managing Member

State of California

SECRETARY OF STATE

CERTIFICATE OF STATUS DOMESTIC CORPORATION

I, **BILL JONES**, Secretary of State of the State of California, hereby certify:

That on the 18th day of September, 19 64,

TELEDYNE INDUSTRIES, INC.

became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal of
the State of California this day of

July 12, 1999



Bill Jones

Secretary of State

State of California

SECRETARY OF STATE

CERTIFICATE OF STATUS DOMESTIC CORPORATION

I, **BILL JONES**, Secretary of State of the State of California, hereby certify:

That on the 17th day of June, 19 99,

MCCORMICK SELPH, INC.

became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal of
the State of California this day of

July 13, 1999



Bill Jones

Secretary of State

CERTIFICATION

I, Melanie S. Cibik, hereby certify that I am an Assistant Secretary of Teledyne Industries, Inc., a California corporation (the "Company"), and that the following is a true and correct copy of excerpts of resolutions duly adopted by the Board of Directors, of said corporation by action taken as of January 4, 1999, which resolutions remain in full force and effect as of the date of this certification:

WHEREAS, the Board of Directors has determined that the sale of substantially all of the assets (the "Assets") of McCormick Selph Ordnance Unit, a business unit (the "Business Unit") of the Corporation's Teledyne Ryan Aeronautical division, is in the best interests of the Corporation and its stockholder;

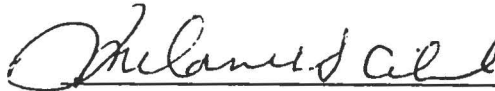
NOW, THEREFORE, BE IT RESOLVED, that the President and Chief Executive Officer, the Executive Vice President, Finance and Administration and Chief Financial Officer and the Senior Vice President, General Counsel and Secretary of the Corporation be, and each of them hereby is, authorized and empowered to cause the sale of the Assets of the Business Unit upon such terms and conditions as they or any of them shall deem advisable and in the best interests of the Corporation; and

RESOLVED FURTHER, that said officers of the Corporation are hereby authorized and empowered to enter into such agreements as they or any of them shall deem necessary or desirable to carry out the sale of the Assets, and to consummate such sale, for and on behalf of the Corporation and in its name, upon such terms and conditions as they or any of them shall deem advisable and in the best interests of the Corporation, such determination to be conclusively evidenced by the execution and delivery of such agreements by said officers or by the persons authorized by said officers to execute such agreements pursuant to the following resolution; and

RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized and empowered to take or cause to be taken all such other actions and to execute and deliver all such other instruments and documents, for and on behalf of the Corporation and in its name, as they or any of them shall deem

necessary or advisable to carry into effect the purposes of the foregoing resolutions, including without limitation any filings and actions required by the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the said Teledyne Industries, Inc., this 29th day of June, 1999.

A handwritten signature in cursive script, appearing to read "Melanie S. Cibik", written over a horizontal line.

Melanie S. Cibik
Assistant Secretary

(Corporate Seal)

MELANIE S. CIBIK
Counsel - Corporate and Securities



**ALLEGHENY
TELEDYNE**
INCORPORATED

1000 Six PPG Place
Pittsburgh, PA 15222-5479
Phone: 412.395.2791
Fax: 412.394.3010
melanecibik@teledyne.com

July 7, 1999

VIA FACSIMILE AND AIRBORNE

Mr. Donald Glickman
J.F. Lehman Equity Investors I, L. P.
c/o J.F. Lehman & Company
450 Park Avenue, Sixth Floor
New York, NY 10022

**Re: Mc Cormick Selph Ordinance Unit Disposition -
Wire Instructions**

Dear Don:

In anticipation of a July 16, 1999 closing, the wire instructions for payments to Teledyne Industries, Inc. under the Amended and Restated Asset Purchase and Sale Agreement dated as of May 17, 1999, are as follows:

Mellon Bank, NA
Pittsburgh, PA

Routing Number: 043000261

For credit to: Teledyne, Inc.
Account Number: 034-0777

If you have any questions, please call me at (412) 395-2791.

Sincerely,

Melanie S. Cibik

cc: J. L. Murdy
R. S. Park
Kenneth M. Doran

JAMES L. MURDY
Executive Vice President, Finance and Administration
and Chief Financial Officer



1000 Six PPG Place
Pittsburgh, PA 15222
Phone: 412.394.2820
Fax: 412.394.2842

July 13, 1999

Autoliv ASP, Inc.
Legal Department
3350 Airport Road
Ogden, UT 84405

Attention: Richard K. Shimabukuro

Re: Data Exchange and Disclosure Agreement between Morton International, Inc., Morton Automotive Safety Products and Teledyne Ryan Aeronautical, McCormick Selph Ordnance Unit, a division of Teledyne Industries, Inc., executed August 17, 1994 and Confidentiality Agreement between Autoliv North America, Inc. and Teledyne Industries, Inc. dated February 20, 1996 (each an "Agreement" and collectively, the "Agreements")

Dear Mr. Shimabukuro:

Reference is made to the above-described Agreements under which your consent to its assignment may be required.

Teledyne Industries, Inc. ("Teledyne") has agreed to sell substantially all of the assets and assign certain liabilities of its McCormick Selph Ordnance business unit of its Teledyne Ryan Aeronautical division, including its Hollister, California facility. The Purchaser will be a newly formed California corporation to be known as McCormick Selph, Inc., and affiliated with J.F. Lehman Equity Investors I, L.P., a Delaware limited partnership. J.F. Lehman & Company, located in New York and Virginia, is a private equity fund investing in the aerospace, engineering and manufacturing industries. The transaction is currently scheduled to close on or about July 15, 1999 (the "Closing Date").

On the Closing Date, Teledyne will assign all of its rights to and interest in the Agreements to Purchaser and Purchaser will assume all of Teledyne's obligations under the Agreements. From and after the Closing, the Purchaser will take the place of Teledyne for all purposes under the Agreements.

Teledyne represents that Purchaser will have the financial and technical resources to fulfill the obligations under the Agreements. Teledyne guarantees the performance by Purchaser of the Agreements through December 31, 1999 and will be liable for direct damages related to any material default or breach by the Purchaser of the Agreements through December 31, 1999, in each case subject to the terms, conditions and limitations of each Agreement.


Autoliv ASP, Inc.
July 13, 1999
Page 2

Please confirm that the Agreements are in full force and effect and indicate your consent to assignment of the Agreements to the Purchaser by having an *authorized person sign and return this letter by July 14, 1999*, by facsimile transmission to my attention with your originally signed copy to follow by mail. My facsimile number is (412) 394-3010. My address is noted above.

Please call Melanie Cibik at (412) 395-2791 with any questions. Thank you for your attention to this matter.


Sincerely,

TELEDYNE INDUSTRIES, INC.

By: 
James L. Murdy
Executive Vice President, Finance and
Administration and Chief Financial Officer

CONFIRMED AND CONSENTED TO,
intending to be legally bound:

AUTOLIV ASP, INC. (successor to
Morton International, Inc.)

By: 
Title: Senior Counsel
Date: 7/14/99

JAMES L. MURDY
Executive Vice President, Finance and Administration
and Chief Financial Officer



1000 Six PFO Place
Pittsburgh, PA 15222
Phone: 412.394.2820
Fax 412.394.2842

July 13, 1999

Autoliv ASP, Inc.
Legal Department
3350 Airport Road
Ogden, UT 84405

Attention: Richard K. Shimabukuro

Re: Lead RDC and Tin RDC - Purchase Order No. 1752 (Change Order No. 3)
dated June 29, 1999, Made With Teledyne Industries, Inc.'s McCormick
Selph Ordnance Business Unit, Hollister, California Facility (the
"Purchase Order")

Dear Mr. Shimabukuro:

Reference is made to the above-described Purchase Order under which your
consent to its assignment may be required.

Teledyne Industries, Inc. ("Teledyne") has agreed to sell substantially all of the
assets and assign certain liabilities of its McCormick Selph Ordnance business unit of its
Teledyne Ryan Aeronautical division, including its Hollister, California facility. The Purchaser
will be a newly formed California corporation to be known as McCormick Selph, Inc., and
affiliated with J.F. Lehman Equity Investors I, L.P., a Delaware limited partnership. J.F. Lehman
& Company, located in New York and Virginia, is a private equity fund investing in the
aerospace, engineering and manufacturing industries. The transaction is currently scheduled to
close on or about July 15, 1999 (the "Closing Date").

On the Closing Date, Teledyne will assign all of its rights to and interest in the
Purchase Order to Purchaser and Purchaser will assume all of Teledyne's obligations under the
Purchase Order. From and after the Closing, the Purchaser will take the place of Teledyne for all
purposes under the Purchase Order.

Teledyne represents that Purchaser will have the financial and technical resources
to fulfill the obligations under the Purchase Order. Teledyne guarantees the performance by
Purchaser of the Purchase Order through December 31, 1999 and will be liable for direct
damages related to any material default or breach by Purchaser of such Purchase Order through
December 31, 1999, in each case subject to the terms, conditions and limitations of the Purchase
Order.

Autoliv ASP, Inc.
July 13, 1999
Page 2

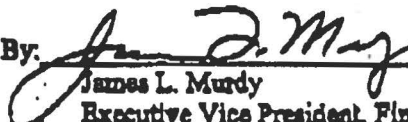
Please confirm that the Purchase Order is in full force and effect and indicate your consent to assignment of the Purchase Order to Purchaser by having an *authorized person sign and return this letter by July 14, 1999*, by facsimile transmission to my attention with your originally signed copy to follow by mail. My facsimile number is (412) 394-3010. My address is noted above.

Please call Melanie Cibik at (412) 395-2791 with any questions. Thank you for your attention to this matter.

Sincerely,

TELEDYNE INDUSTRIES, INC.


By:


James L. Murdy
Executive Vice President, Finance and
Administration and Chief Financial Officer

CONFIRMED AND CONSENTED TO,
intending to be legally bound:

Autoliv ASP, Inc.

By:



Title:

Senior Counsel

Date:

7/14/99

JAMES L. MURDY
Executive Vice President, Finance and Administration
and Chief Financial Officer



1000 Sun PPG Place
Pittsburgh, PA 15222
Phone: 412.394.2820
Fax: 412.394.2842

July 13, 1999

Autoliv ASP, Inc.
Legal Department
3350 Airport Rd.
Ogden, UT 84405

Attention: Richard K. Shimabukuro

Re: HACN - Purchase Order No. 1309 (Change Order No. 4) dated
May 25, 1999 Made with Teledyne Industries, Inc.'s McCormick Selph
Ordnance Business Unit, Hollister, California Facility (the "Purchase
Order")

Dear Mr. Shimabukuro:

Reference is made to the above-described Agreement under which your consent to its
assignment may be required.

Teledyne Industries, Inc. ("Teledyne") has agreed to sell substantially all of the assets and
assign certain liabilities of its McCormick Selph Ordnance business unit of its Teledyne Ryan
Aeronautical division, including its Hollister, California facility. The Purchaser will be a newly
formed California corporation to be known as McCormick Selph, Inc., and affiliated with
J.F. Lehman Equity Investors I, L.P., a Delaware limited partnership. J.F. Lehman & Company,
located in New York and Virginia, is a private equity fund investing in the aerospace,
engineering and manufacturing industries. The transaction is currently scheduled to close on or
about July 15, 1999 (the "Closing Date").

On the Closing Date, Teledyne will assign all of its rights to and interest in the Purchase
Order to Purchaser and Purchaser will assume all of Teledyne's obligations under the Purchase
Order. From and after the Closing, the Purchaser will take the place of Teledyne for all purposes
under the Purchase Order.

Teledyne represents that Purchaser will have the financial and technical resources to
fulfill the obligations under the Purchase Order. Teledyne guarantees the performance by
Purchaser of the Purchase Order through December 31, 1999 and will be liable for direct
damages related to any material default or breach by Purchaser of the Purchase Order through
December 31, 1999, in each case subject to the terms, conditions and limitations of the Purchase
Order.

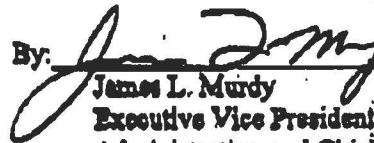
Autoliv ASP, Inc.
July 13, 1999
Page 2

Please confirm that the Purchase Order is in full force and effect and indicate your consent to assignment of the Purchase Order to Purchaser by having an *authorized person sign and return this letter by July 14, 1999*, by facsimile transmission to my attention with your originally signed copy to follow by mail. My facsimile number is (412) 394-5010. My address is noted above.

Please call Melanie Cibik at (412) 395-2791 with any questions. Thank you for your attention to this matter.

Sincerely,

TELEDYNE INDUSTRIES, INC.

By: 
James L. Murdy
Executive Vice President, Finance and
Administration and Chief Financial Officer

CONFIRMED AND CONSENTED TO,
intending to be legally bound:

Autoliv ASP, Inc.

By: 

Title: Senior Counsel

Date: 7/14/99

The original document has a tab for this section, but it has no associated documents.

NOVATION AGREEMENT

Teledyne Industries, Inc. ("Transferor"), a corporation duly organized and existing under the laws of the state of California; McCormick Selph, Inc. ("Transferee"), a corporation duly organized and existing under the laws of the state of California; and Lockheed Martin Corporation, Missiles and Fire Control - Dallas (formerly Lockheed Martin Vought Systems) hereinafter, "Lockheed Martin") enter into this Agreement as of [July 16, 1999].

(a) THE PARTIES AGREE TO THE FOLLOWING FACTS:

(1) Lockheed Martin has entered into certain purchase orders with the Transferor, as set forth in Attachment A. The term "the purchase orders," as used in this Agreement, means the purchase orders set forth in Attachment A.

(2) As of [July 16, 1999], the Transferor has transferred to the Transferee substantially all the assets of the Transferor's McCormick Selph Ordnance Business unit of its Teledyne Ryan Aeronautical division by virtue of an Amended and Restated Asset Purchase and Sale Agreement between the Transferor and the Transferee dated as of May 17, 1999, as amended.

(3) The Transferee has acquired substantially all the assets of the Transferor's McCormick Selph Ordnance Business unit of its Teledyne Ryan Aeronautical division by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the purchase orders by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the purchase orders.

(6) It is consistent with Lockheed Martin's interest to recognize the Transferee as the successor party to the purchase orders.

(7) Evidence of the above transfer has been provided to Lockheed Martin.

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT

(1) The Transferor confirms the transfer to the Transferee.

(2) The Transferee agrees to be bound by and to perform each purchase order in accordance with the conditions contained in the purchase order. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under each such purchase order as if the Transferee were the original party to the purchase order.

(3) The Transferee ratifies all previous actions taken in accordance with the terms of the purchase orders and applicable law by the Transferor with respect to the purchase orders, with the same force and effect as if the action had been taken by the Transferee.

(4) Lockheed Martin recognizes the Transferee as the Transferor's successor in interest in and to the purchase orders. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the purchase orders as if the Transferee were the original party to the purchase orders. Following the effective date of this Agreement, the term "Seller" as used in the purchase orders, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of Lockheed Martin against the Transferor.

(6) All payments and reimbursements previously made by Lockheed Martin to the Transferor, and all other previous actions taken by Lockheed Martin under the purchase orders, shall be considered to have been applied against those parts of Lockheed Martin's obligations under the purchase orders.

(7) The Transferor and the Transferee agree that Lockheed Martin is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that Lockheed Martin in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the purchase order.

(8) The purchase orders shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

(9) This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

Lockheed Martin Corporation,
Missiles and Fire Control - Dallas
(formerly Lockheed Martin Vought Systems)

Teledyne Industries, Inc.

By [Signature]
Title Vice President, Materials & Facilities

By [Signature]
Title James L. Murdy
Executive Vice President,
Finance and Administration and
Chief Financial Officer

McCormick Selph, Inc.

By [Signature]
Title VP and ASST Secretary

CERTIFICATE

I, Melanie S. Ciliberti, ^{Assistant} certify that I am the Secretary of Teledyne Industries, Inc. that James L. Murdy, who signed this Agreement for this corporation, was then Executive Vice President, Finance and Admin. of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 16th day of August, 1999.

By Melanie S. Ciliberti
Teledyne Industries, Inc.
[CORPORATE SEAL]

CERTIFICATE

I, Keith Oster, certify that I am the Secretary of McCormick Selph, Inc. that Louis Mintz, who signed this Agreement for this corporation, was then VP and Asst. Secretary of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 1st day of August, 1999.

By K. Oster
McCormick Selph, Inc.
[CORPORATE SEAL]

CERTIFICATE

I, D. R. Lewis, ^{Assistant} certify that I am the Secretary of LOCKHEED MARTIN ^{Corporation} that H. G. KARAGIANAKIS, who signed this Agreement for this corporation, was then U.D. - Material and Facilities of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 19th day of July, 1999.

By [Signature] - Assistant Secretary
Lockheed Martin Corporation, Missiles and Fire Control - Dallas
(formerly Lockheed Martin Vought Systems)
[CORPORATE SEAL]



NOVATION AGREEMENT

This Agreement is made as of 16 July 1999 between **Teledyne Industries, Inc.** (the "Transferor"), **McCormick Selph, Inc.**, a California corporation (the "Transferee") and **McDonnell Douglas Corporation ("MDC")**, a wholly-owned subsidiary of The Boeing Company.

WITNESSETH:

1. WHEREAS, on or before the effective date of this Agreement, MDC has authorized or entered into certain contracts and purchase orders with the Transferor, including but not limited to those set forth in "Exhibit A" attached to this Agreement and incorporated by reference, and including modifications thereto (the "Contracts");
2. WHEREAS, as of 16 July 1999, the Transferor assigned, conveyed, and transferred to the Transferee certain assets of the Transferor, including the Contracts, by virtue of an agreement between the Transferor and the Transferee;
3. WHEREAS, the Transferee, by virtue of said assignment, conveyance and transfer, has acquired certain assets of the Transferor, including the Contracts;
4. WHEREAS, by virtue of said assignment, conveyance and transfer, the Transferee has assumed all the duties, obligations and liabilities of the Transferor under the Contracts;
5. WHEREAS, the Transferee is in a position fully to perform such duties and obligations as may exist under the Contracts;
6. WHEREAS, it is consistent with MDC's interest to recognize the Transferee as the successor party to the Contracts;
7. WHEREAS, there has been filed with MDC evidence of said assignment, conveyance or transfer.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Transferor assigns and transfers its rights and obligations under the Contracts to the Transferee.
2. The Transferee assumes, agrees to be bound by, and undertakes to perform each term, covenant, and condition contained in the Contracts. The Transferee further assumes all obligations and liabilities of, and claims and demands against, the Transferor under the Contracts, in all respects as if the Transferee were the original party to the Contracts.


3. The Transferee ratifies and confirms all actions heretofore taken by the Transferor with respect to the Contracts (to the extent such actions were in accordance with the Contracts and applicable law) with the same force and effect as if the action had been taken by the Transferee.
4. MDC consents to the assignment of the Contracts to the Transferee and to the performance by the Transferee of the Transferor's obligations thereunder.
5. Except as expressly provided herein, nothing in this Agreement constitutes a waiver of any rights of MDC against the Transferor.
6. MDC agrees to make any payment which hereafter become due under the contracts to the Transferee, and such payments will relieve MDC of its obligations to the Transferor with respect to such payments.
7. The name and address of Seller on the Contracts shall be changed to read:

McCormick Selph, Inc.
P.O. Box 6
3601 Union Rd.
Hollister, CA 95024-0006
8. Transferor guarantees the performance by Transferee of the Contracts under terms existing on the date hereof through 30 June 2001 and will be liable for direct damages related to any material default or breach by Transferee of such Contracts as existing on the date hereof through 30 June 2001, in each case subject to the terms, conditions and limitations of such Contracts.
9. Except as stated above, the Contracts shall remain unchanged and continue in full force and effect.
10. The Transferor and Transferee agree that MDC shall not be obligated to pay either of them for, or otherwise give effect to, any cost, tax or other expense, or increase therein, directly or indirectly arising out of said assignment or this Agreement, other than those which MDC, in the absence of said assignment or this Agreement, would have been obligated to pay or reimburse under the Contracts.

11. Please acknowledge receipt and concurrence by signing below and returning to MDC for consent signature.


Agreed and Accepted

TRANSFEROR:
Teledyne Industries, Inc.

By: 

James L. Murdy
Executive Vice President, Finance
and Administration and Chief
Financial Officer

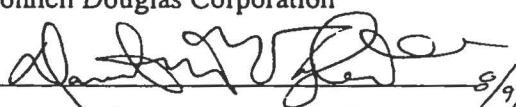
TRANSFeree:
McCormick Selph, Inc.

By: 

Typed Name: Keith Oster

Title: Secretary

CONSENT BY:
McDonnell Douglas Corporation

By:  8/9/99

Typed Name: DAVID M VOGLER

Title: Procurement Agent: Manager

EXHIBIT A

(AV&B Program)

E70361	\$ 31,430.70
E70364	103,536.00
E80286	181,630.00
E80364	<u>314,688.00</u>

Total	\$ 631,286.70
-------	---------------

(F-15 Program)

E80064	\$ 66,150.00
E90059	236,099.52
E90095	<u>61,580.16</u>

Total	\$ 363,829.68
-------	---------------

(F/A-18 Program)

M80003	\$ 44,940.00
M90005	<u>63,875.52</u>

Total	\$ 108,815.52
-------	---------------

(T45TS Program)

E70351	\$ 94,160.82
E80394	145,956.65
E80396	103,081.50
J80885	930.78
J90114	.00
J90247	.00
J81708	<u>.00</u>

Total	\$ 344,594.39
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Grand Total	<u>\$1,448,526.29</u>
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USBI Co.

P.O. Box 21212
Kennedy Space Center, Florida 32815



Pratt & Whitney

A United Technologies Company

June 14, 1999

Ms. Melanie S. Cibik
Counsel – Corporate and Securities
Allegheny Teledyne Incorporated
1000 Six PPG Place
Pittsburgh, PA 15222-5479

Subject: *CDF – Blanket and/or Resolving Purchase Orders Made with Teledyne Industries, Inc.'s McCormick Selph Ordnance Business Unit, Hollister, California Facility (all purchase orders collectively referred to herein as the "Purchase Order") (Includes Job Nos. 7225 and 7226)*


Initial

Reference: Your letter dated June 8, 1999

Dear Ms. Cibik:

USBI Co. ("USBI") is in receipt of the referenced letter which requests USBI's consent to the assignment of Teledyne Industries, Inc.'s ("Teledyne") rights to and interest in the above referenced purchase orders to McCormick, Selph Inc. ("McCormick Selph"). It is USBI's understanding that Teledyne desires to assign all its right, title and interest in and to said purchase orders, and McCormick Selph desires to assume the rights, duties and obligations under the purchase orders. USBI consents to assignment of the purchase orders subject to the following:

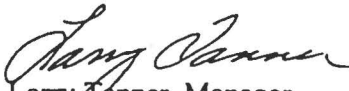
1. USBI is provided with written notice of the assignment evidencing the effective date of such assignment, a certified copy of the instrument of assignment, and suitable documentary evidence of Teledyne's authority to so assign.
- ~~2. In the event that McCormick Selph should default or fail to perform under the purchase orders, Teledyne shall remain liable to perform or have performed, all the duties and obligations to USBI contained in the purchase orders to the same extent as if this consent to assignment had not been executed.~~
3. Upon the effective date of the assignment, USBI shall have no further obligation to Teledyne in connection with the subject purchase orders.
4. Notwithstanding anything to the contrary contained in the purchase orders, or in any other agreement between the parties hereto, the terms and conditions herein are in


Initial

addition to and a modification of such purchase orders and agreements and are binding upon the parties hereto.

If you agree with the foregoing, please so indicate by executing the duplicate originals of this letter and returning one fully executed original to me at the letterhead address.

Sincerely,



Larry Tanner, Manager
Procurement

AGREED TO AND ACCEPTED:
TELEDYNE INDUSTRIES, INC.

By: 

Executive Vice President,
Finance and Administration

Title: and Chief Financial Officer

Date: July 14, 1999

KIRKPATRICK & LOCKHART LLP

1500 OLIVER BUILDING
PITTSBURGH, PENNSYLVANIA 15222-2312

TELEPHONE (412) 355-6500

FACSIMILE (412) 355-6501

www.kl.com

DAVID J. GRECCO
(412) 355-8653
GRECCODJ@KL.COM

July 20, 1999

VIA FEDERAL EXPRESS

The Ensign-Bickford Company
660 Hopmeadow Street, P. O. Box 7
Simbsbury, CT 06070

Attention: Leonard J. Mecca
Vice President - Aerospace and Defense R&D

Re: Patent License Agreement executed May 28, 1997 between The
Ensign-Bickford Company and Teledyne Industries, Inc. ("Teledyne")
acting by and through its Teledyne Ryan Aeronautical, McCormick Selph
Ordnance Unit in Hollister, California (the "Patent License Agreement")

Dear Mr. Mecca:

On July 16, 1999 (the "Closing Date"), Teledyne completed the sale of substantially all of the assets of the McCormick Selph Ordnance business unit in Hollister, California to McCormick Selph, Inc. (the "transaction"), a newly formed California corporation affiliated with J.F. Lehman & Company. J.F. Lehman & Company, located in New York and Virginia is a private equity fund investing in the aerospace engineering and manufacturing industries.


This letter is to provide notification that, pursuant to the terms and conditions of the transaction, our client, Teledyne, has assigned all of its rights in and obligations under the Patent License Agreement to McCormick Selph, Inc. effective as of the Closing Date. Accordingly, from and after the Closing Date, McCormick Selph, Inc. is thereby substituted for Teledyne for all purposes under the Patent License Agreement.

July 20, 1999

Page 2

Please call me or Ben Griffin at McCormick Selph, Inc. (837-637-3731 x243) with any questions.

Very truly yours,

A handwritten signature in cursive script that reads "David J. Grecco". The signature is written in dark ink and is positioned above the printed name.

David J. Grecco

DJG/kmb

cc: Melanie S. Cibik, Esquire
Charles E. Harris, III, Esquire
Mr. Ben Griffin

KIRKPATRICK & LOCKHART LLP

1500 OLIVER BUILDING
PITTSBURGH, PENNSYLVANIA 15222-2312

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FACSIMILE (412) 355-6501

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DAVID J. GRECCO
(412) 355-8653
GRECCODJ@KL.COM

July 20, 1999

VIA FEDERAL EXPRESS

HPI Safe Systems, Inc.
1204 Distributors Row
Harahan, LA 70123

Attention: James V. Carisella

Re: Technology Agreement executed December 8, 1998 by and
between Teledyne Industries, Inc. ("Teledyne") acting by and
through its Teledyne Ryan Aeronautical, McCormick Selph
Ordnance Unit in Hollister, California and HPI Safe Systems, Inc.
(the "Technology Agreement")

Dear Mr. Carisella:

On July 16, 1999 (the "Closing Date"), Teledyne completed the sale of substantially all of the assets of the McCormick Selph Ordnance business unit in Hollister, California to McCormick Selph, Inc. (the "transaction"), a newly formed California corporation affiliated with J.F. Lehman & Company. J.F. Lehman & Company, located in New York and Virginia is a private equity fund investing in the aerospace engineering and manufacturing industries.

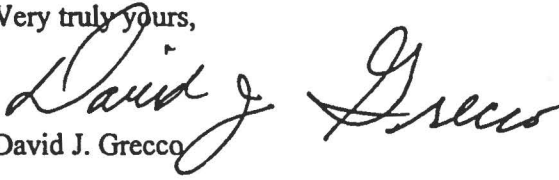
This letter is to provide notification that, pursuant to the terms and conditions of the transaction, our client, Teledyne, has assigned all of its rights in and obligations under the Technology Agreement to McCormick Selph, Inc. effective as of the Closing Date. Accordingly, from and after the Closing Date, McCormick Selph, Inc. is thereby substituted for Teledyne for all purposes under the Technology Agreement

July 20, 1999

Page 2

Please call me or Ben Griffin at McCormick Selph, Inc. (837-637-3731 x243) with any questions.

Very truly yours,


David J. Grecco

DJG/kmb

cc: Melanie S. Cibik, Esquire
Charles E. Harris, III, Esquire
Mr. Ben Griffin

KIRKPATRICK & LOCKHART LLP

1500 OLIVER BUILDING
PITTSBURGH, PENNSYLVANIA 15222-2312

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DAVID J. GRECCO
(412) 355-8653
GRECCODJ@KL.COM

July 19, 1999

VIA FACSIMILE AND FEDERAL EXPRESS

Larry Braddock, Senior Industrial Security Representative
Defense Security Service
620 Central Avenue
Building 2G, Room 103
Alameda, CA 94501-3801

Re: **Changed Condition Notification -
McCormick Selph Facility, Hollister, CA**

Dear Mr. Braddock:

Reference is hereby made to that letter dated July 2, 1999 (attached hereto) regarding Changed Condition Notification at the Teledyne Industries, Inc. ("Teledyne") McCormick Selph Ordnance facility in Hollister, California ("Changed Condition Letter"). In accordance with the Changed Condition Letter, notification is hereby made of the consummation of the transaction between Teledyne and McCormick Selph, Inc., a California corporation, as assignee of J.F. Lehman Equity Investors I, L.P., whereby title to the Hollister, California facility has been transferred to McCormick Selph, Inc. *Teledyne's facility clearance at the McCormick Selph Ordnance facility in Hollister, California should be terminated effective as of 11:59 p.m. Eastern daylight savings time on Thursday, July 15, 1999.* No other Teledyne facility clearance should be affected by this transaction.

Very truly yours,



David J. Grecco

DJG/kmb
Attachment

cc: Melanie S. Cibik, Esquire
Mr. Richard Glover

PI-394519.02

KIRKPATRICK & LOCKHART LLP

1500 OLIVER BUILDING
PITTSBURGH, PENNSYLVANIA 15222-2312

TELEPHONE (412) 355-6500

FACSIMILE (412) 355-6501

www.kl.com

DAVID J. GRECCO
(412) 355-8653
GRECCODJ@KL.COM

July 2, 1999

VIA FACSIMILE AND OVERNIGHT COURIER

Larry Braddock
Senior Industrial Security Representative
Defense Security Service
620 Central Avenue
Building 2G, Room 103
Alameda, CA 94501-3801

Re: **Changed Condition Notification -
McCormick Selph Ordnance Business Unit Facility, Hollister, CA**

Dear Mr. Braddock:

On behalf of our client, Teledyne Industries, Inc. ("Teledyne"), and as per our telephone conversation on June 30, 1999, notification of termination of the facility clearance ("FCL") at the McCormick Selph Ordnance business unit facility in Hollister, California (the "MSO Hollister Facility") of Teledyne's Ryan Aeronautical division is hereby made, effective upon the closing of the transaction described below. This termination notification concerns *only* the MSO Hollister Facility. All other FCLs of Teledyne and its affiliates are unaffected by this transaction.

As discussed, Teledyne has agreed to sell substantially all of the assets and assign certain liabilities of the McCormick Selph Ordnance business unit of Teledyne's Ryan Aeronautical division, including its Hollister, California facility. The Purchaser will be a newly formed California corporation known as McCormick Selph, Inc. and affiliated with J.F. Lehman Equity Investors I, L.P., a Delaware limited partnership. J.F. Lehman & Company, located in New York and Virginia, is a private equity fund investing in aerospace, engineering and manufacturing industries. The transaction is currently expected to close on or about July 16, 1999.

Also, as discussed, the McCormick Selph Ordnance business unit is not currently a party to any contract or proposal involving classified information that is dependent upon facility clearance. We understand from our conversation that because the McCormick Selph Ordnance business unit is not presently a party to any contract or proposal involving classified

PI-395073.01

Larry Braddock
Senior Industrial Security Representative
July 2, 1999
Page 2

information, there is no customer notification required for FCL purposes with respect to the consummation of the transaction.

Because the exact date of closing of the transaction may change, Teledyne will advise you separately in writing when the closing of the transaction occurs. Until your receipt of such supplemental notification, we understand that Teledyne's FCL with respect to the MSO Hollister Facility will remain in full force and effect.

Please contact me at 412-355-8653 if I can provide any further information concerning this matter.

Very truly yours,



David J. Grecco

DJG:cs

cc: Melanie S. Cibik, Esquire
Charles E. Harris, III, Esquire
Mr. Richard Glover
Kenneth M. Doran, Esquire

McCormick Selph, Inc.
3601 Union Road
P.O. Box 8
Hollister, CA 95024-0008
Phone: 408.637.3731
Fax: 408.637.5484

July 16, 1999

Mr. Larry Braddock
Senior Industrial Security Representative
Defense Security Service
4580 EnCanto Way
San Jose, CA 95135

Re: Changed Condition Notification
Teledyne Ryan Aeronautical
McCormick Selph Ordnance Business Unit Facility, Hollister, CA
Final Notification of Sale

Dear Mr. Braddock:

As previously discussed, Teledyne Industries finalized the sale of the McCormick Selph Ordnance Business Unit, Hollister facility, of the Teledyne Ryan Aeronautical division on Friday, July 16, 1999. Effective Friday, July 16, 1999, the Hollister facility will be McCormick Selph, Inc., a California Corporation affiliated with J.F. Lehman Equity Investor I LP, a Delaware limited partnership. McCormick Selph's, Inc. parent company is McCormick Selph Holding, Inc. a Delaware corporation whose major stockholder is the J.F. Lehman Equity Fund I LP, as previously noted.

Per your memorandum of 9 July 1999, McCormick Selph, Inc. is aware that our current site security clearance is administratively terminated effective 16 July 1999. Mr. Geoff Arnold will begin the DD 312 closure of all personal security clearances on Monday, 18 July 1999 in preparation for your anticipated visit to execute the formal collection of our DD 414.

Please contact me at 831-637-3731, x218 or Mr. Arnold at x301 if either of us can provide any further information concerning this matter, or in planning your formal site security closure visit.

Respectfully,



Richard B. Glover
Director, Technical Resources
McCormick Selph, Inc.

cc: Louis N. Mintz
✓ David J. Grecco, Esquire
Melanie S. Cibik, Esquire
Geoff Arnold
Gerry McCartha

SCOTT E. WESTWOOD
Senior Attorney - Environmental & General Business



**ALLEGHENY
TELEDYNE**
INCORPORATED

1000 Six PPG Place
Pittsburgh, PA 15222-5479
Phone: 412.394.2992
Fax: 412.394.3010

June 21, 1999

VIA FACSIMILE AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED

J.F. Lehman Equity Investors I, L.P.
c/o J.F. Lehman & Company
450 Park Avenue, Sixth Floor
New York, New York 10022

Attn: Donald Glickman

Re: Attached Notices
Sale and Purchase of McCormick Selph Ordnance

Dear Mr. Glickman:

On behalf of Teledyne Industries, Inc. and in accordance with California Health & Safety Code § 25359.7(a), recently re-enacted into law by California Senate Bill 47 ("SB47"), and 22 Cal. Code Reg. §66264.12(c), please find the attached notices. If you have any questions concerning these, please do not hesitate to contact me.

Yours very truly,

Scott E. Westwood

SEW;djs

cc: Daisy Lee, California DTSC (w/attachments)

bcc: Melanie S. Cibik, Esq. (w/attachments)
Charles F. Martin, McCormick Selph Ordnance (w/attachments)
Alan Bick, Esq., Gibson, Dunn & Crutcher LLP (w/attachments)
Rick Dworek, Esq., Kirkpatrick & Lockhart LLP (w/attachments)

**NOTICE TO J.F. LEHMAN EQUITY INVESTORS I, L.P. AND
McCORMICK SELPH, INC.
IN ACCORDANCE WITH 22 CAL. CODE. REG. § 66264.12(c)**

In accordance with 22 Cal. Code Reg. § 66264.12(c), Teledyne Industries Inc., the owner and seller of the permitted hazardous waste treatment facility located at 3601 Union Road, Hollister, California 95024 ("Seller"), and Teledyne McCormick Selph Ordnance, an affiliate of Seller and operator of said facility, hereby notifies J.F. Lehman Equity Investors I, L.P. and McCormick Selph, Inc., the purchaser of said facility ("Purchaser"), that upon taking ownership of said facility, Purchaser must comply with the requirements set forth in (1) Seller's Hazardous Waste Facility Permit, No. CAD009220898, a copy of which has been provided to Purchaser, (2) Chapter 14, Division 4.5 of Title 22 of the California Code of Regulations, titled Standards for Owners and Operators of Hazardous Waste Transfer, Treatment, Storage and Disposal Facilities, and (3) Chapter 20, Division 4.5 of Title 22 of the California Code of Regulations, titled The Hazardous Waste Permit Program.

**NOTICE TO J.F. LEHMAN EQUITY INVESTORS I, L.P.
AND McCORMICK SELPH, INC.
IN ACCORDANCE WITH CAL. HEALTH & SAFETY CODE § 25359.7(a)**

In accordance with California Health & Safety Code § 25359.7(a), Teledyne Industries, Inc., the owner and seller of nonresidential real property located at 3601 Union Road, Hollister, California 95024 ("Seller") hereby notifies J.F. Lehman Equity Investors I, L.P. and McCormick Selph, Inc., the purchaser of said real property ("Purchaser"), that a release of hazardous substances has come to be located on and/or beneath the real property.

To the best of Seller's knowledge and belief, a summary of any and all releases of hazardous substances on or beneath the real property has been documented in Schedule 4.14 of the Amended and Restated Asset Purchase and Sale Agreement, and all documents in Seller's possession concerning such releases have been provided to Purchaser.

21 July 1999
C-0799-116

VIA REGISTERED MAIL
RETURN RECEIPT REQUESTED

Mr. William J. Lowell
Director of Office of Defense Trade Controls
Department of State
SA-6, 2nd Floor
Washington, DC 20522-0602

Re: Notification of Acquisition per 22 CFR 122.4
Reference: ODTC Applicant Code 0702-6643

Dear Mr. Lowell:

In accordance with 22 CFR 122, Teledyne Ryan Aeronautical, McCormick Selph Ordnance (TRA/MSO) formally advises the Office of Defense Trade Controls (ODTC) that McCormick Selph, Inc. purchased substantially all assets of TRA/MSO effective 15 July 1999. TRA had previously notified ODTC of the proposed acquisition on 8 July 1999.

In accordance with 22 CFR 122.4(c) the following information is provided:

1. The closure of the sale of Teledyne Ryan Aeronautical, McCormick Selph Ordnance by McCormick Selph, Inc. occurred at 11:59 p.m. on 15 July 1999.
2. The acquisition of TRA/MSO by McCormick Selph, Inc. was completed in an asset purchase transaction.
3. The acquisition does not include any subsidiaries, joint ventures, etc., of TRA/MSO.
4. The registration number for McCormick Selph, Inc. is 0703-13932; Teledyne Ryan Aeronautical, McCormick Selph Ordnance previous DTC registration code, 0702-6643 should be cancelled.

Mr. William J. Lowell
August 6, 1999
Page 2

5. A list of open export licenses to be transferred from TRA/MSO to McCormick Selph, Inc. is at Enclosure A.
6. There are no open Technical Assistance Agreements or Manufacturing Licensing Agreements to be transferred.
7. TRA/MSO license applications currently pending at ODTC is identified in Enclosure B. There are no pending Technical Assistance Agreement or Manufacturing Licensing Agreements to be transferred.

I certify that I am a responsible official empowered by Teledyne Ryan Aeronautical, McCormick Selph Ordnance to certify the conditions of 22 CFR 122.2 and 22 CFR 122.4.

The information contained in this letter and any enclosures are considered
CONFIDENTIAL BUSINESS INFORMATION.

If you have any questions concerning this letter, please contact Shirley Gould at 831-637-3731, Ext. 242 or the undersigned at Ext. 243.

Very truly yours,

Ben R. Griffin
Empowered Official

Enclosures A/S

ENCLOSURE A

Export Licenses to be transferred from Teledyne Ryan Aeronautical, McCormick Selph Ordnance Unit (DTC Code 0702-6643) to McCormick Selph, Inc. (DTC Code 0703-13932)

<u>License Type</u>	<u>DTC License Number</u>	<u>Date Approved</u>
DSP-5	654737	3/15/96
DSP-5	672169	7/19/96
DSP-5	698744	6/16/97
DSP-5	672169	7/19/96
DSP-5	654739	2/7/96
DSP-5	680194	8/29/96
DSP-5	728832	4/14/98
DSP-5	749189	12/14/98
DSP-5	758354	3/16/03
DSP-5	762041	6/8/99
DSP-5	674188	7/3/96
DSP-5	762039	5/17/99
DSP-5	734764	5/6/98
DSP-5	746194	9/15/98
DSP-5	756086	2/5/99
DSP-5	756087	2/5/99
DSP-5	756083	2/5/99
DSP-5	756085	2/5/99
DSP-5	748015	12/22/98
DSP-5	762040	5/21/99

ENCLOSURE B

Export Licenses pending at DTC to be transferred from McCormick Selph
Ordnance Unit of the Ryan Aeronautical Division of Teledyne Industries, Inc.(DTC Code
0702-6643) to McCormick Selph, Inc. (DTC Code 0703-13932)

<u>License Type</u>	<u>DTC Number</u>
DSP-119	023938
DSP-5	758353
DSP-5	758482
DSP-5	767798

MCCORMICK SELPH, INC.

3601 Union Road
Hollister, CA 950223
(831) 637-3731

June 28, 1999

Mr. William Lowell
Director, Office of Defense Trade Controls (PM/DTC)
Room 200, SA-6
Department of State
Washington, DC 20522-0602

Dear Mr. Lowell:

In compliance with 22 C.F.R. Sections 122.2(b)(1) and (b)(2), I hereby state that I am an authorized senior officer of McCormick Selph, Inc. Furthermore, I state that:

Neither the intending registrant, chief executive officer, president, any vice president, other senior officer or officials (e.g., comptroller, treasurer, general counsel) nor any member of the board of directors:

(i) has ever been indicted for or convicted of violating any of the U.S. criminal statutes enumerated in 22 C.F.R. Section 120.27; or

(ii) is ineligible to contract with, or to receive a license or other approval to import defense articles or defense services from, or to receive an export license or other approval from, any agency of the U.S. Government.

In accordance with 22 C.F.R. Section 122.2(b)(2), I state that McCormick Selph, Inc. is neither owned nor controlled by foreign persons (as defined in 22 C.F.R. Section 120.16).

Mr. William Lowell
Page 2

Please note that Teledyne Ryan Aeronautical, McCormick Selph Ordnance (TRA/MSO) is currently registered as a strategic business unit of Teledyne Ryan Aeronautical, San Diego, under their registration code 0702-6643.

The assets of TRA/MSO are to be sold to McCormick Selph, Inc., a California corporation and the applicant herein, which will need to operate with a new registration code. The 0702-6643 registration code will remain with Teledyne Ryan Aeronautical, San Diego.



Louis N. Mintz
Vice President, Treasurer and
Assistant Secretary of
McCormick Selph, Inc.

LC991750.119/2-



UNITED STATES OF AMERICA
DEPARTMENT OF STATE
STATEMENT OF REGISTRATION

(INSTRUCTIONS ON REVERSE SIDE)

FOR U.S. BOUTHWEST USE ONLY
PMOTC DATE RECEIVED

NEW REGISTRANT CODE

1. Registrant's name and address: McCormick Selph, Inc. 3601 Union Road Hollister, CA 95023 Telephone number: 831-637-3731		2. Current registrant code: 0702-6643 3. \$ <u>2,200</u> enclosed for 1 2 3 4 5 (circle one) years' registration. 4. Registrant is: <input type="checkbox"/> individual <input type="checkbox"/> partnership <input type="checkbox"/> company <input checked="" type="checkbox"/> corporation 5. Registrant is: <input checked="" type="checkbox"/> manufacturer and/or <input checked="" type="checkbox"/> exporter of Munitions List articles and/or <input checked="" type="checkbox"/> exporter of defense services. 6. Incorporation or commencement of business date: <u>June 17, 1999</u> <u>Hollister, San Benito County, California</u> (City, county, and state)	
7. Principal executive officers, partners, owners: NAME, TITLE, ADDRESS, PHONE, SOCIAL SECURITY NUMBER, HOME ADDRESS, COMMENTS See Continuation Sheet for Block 7 attached hereto			
8. U.S. Munitions List articles manufactured and/or exported, or defense services provided: SECTION 1: IV(h) Launch Vehicles, Guided Missiles, Ballistic Missiles, Rockets, Torpedoes, Bombs and Mines IV(i) Technical Data and Defense Services for IV(h) SECTION 2: VIII(h) Aircraft and Associated Equipment VIII(i) Technical Data and Defense Services for VIII(h)			
9. Names and addresses of registrant's wholly and partly-owned U.S. subsidiaries (if any): N/A		10. Names and addresses of registrant's wholly and partly-owned foreign subsidiaries (if any): N/A	
11. Name, address and telephone number of registrant's business representative (if any): Shirley Gould Contracts Manager/Export Administrator McCormick Selph, Inc. 3601 Union Road Hollister, CA 95023 831-637-3731 X242		12. Name, address and telephone number of registrant's parent company (if any): McCormick Selph Holdings, Inc. c/o J.F. Lehman & Company 450 Park Avenue, 6th Floor New York, NY 10022 (212) 634-0100	
13. Does registrant submit Federal income tax forms separately from company in Block 12? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			
14. Registrant's statement: Under penalty according to Federal law (see 22 CFR 127.22 USC 5772; 18 USC 1001) I, <u>Louis N. Mints</u> (Typed Full Name) warrant the truth of all statements made herein. <u>[Signature]</u> (Signature) <u>6-28-99</u> (Date) <u>Vice President, Treasurer and Assistant Secretary</u> (Title)		15. Corporate or Notary Seal: N/A	

Continuation Sheet for Block 7 - Principal Executive Officers

<u>Name</u>	<u>Position</u>	<u>Date and Place of Birth</u>	<u>Social Security Number</u>	<u>Home Address</u>	<u>Citizenship</u>
Glickman, Donald P.	President	(b) (6)			
Oster, Keith	Vice President and Secretary				
Mintz, Louis N.	Vice President, Treasurer and Assistant Secretary				

LC991750121

ATTACHMENT

Item 8. U.S. Munitions List articles manufactured and/or exported, or defense services provided.

<u>Category</u>	<u>Commodity</u>	<u>Purchasing U.S. Government</u>
IV	Pyro Initiation System Time Delay	U.S. Army
VIII	Tee Connector	U.S. Navy
	Initiator Handle	U.S. Navy
	Retainer	U.S. Navy
	(FCDC) Flexible Confined Detonating Cord	U.S. Navy
	(SMDC) Shielded Mild Detonating Cord	U.S. Navy
	Adaptor, Detonator	U.S. Navy
	(FLSC) Flexible Linear Shaped Charge	U.S. Navy
	Backup Strip	U.S. Navy
	Canopy Removal Systems	U.S. Navy/NASA
	Gas Initiator	U.S. Air Force
	Canopy Fracturing Cord	U.S. Air Force
	Charge Holder	U.S. Air Force
	Firing Arming Mechanism	U.S. Navy
	(WCA) WindowCutting Assembly	U.S. Navy
	Interconnecting Line	U.S. Navy
	Pressure Cartridge	U.S. Navy/Air Force
	Mating Connector	U.S. Navy/Air Force
	Electrical Detonator	U.S. Navy/Air Force
	Cord Assembly	U.S. Air Force
	Hivelite Transfer Line	U.S. Navy/Army
	Pin Puller Explosive Actuated	U.S. Navy/Air Force
	Thruster Explosive Actuated	U.S. Navy/Air Force
	(LSCA) Linear Shaped Charge Assembly	U.S. Navy/Air Force
	Cables	U.S. Navy
	Manifold	U.S. Navy
	Initiator Transfer	U.S. Navy
	(MDC) Mild Detonating Cord	U.S. Navy/Air Force
	Cartridge, Explosive	U.S. Air Force
	System for Sled Test	U.S. Air Force
	Union Connectors	U.S. Air Force
	Donor Transfer	U.S. Navy/Air Force
	(TBI) Thru Bulkhead Initiators	U.S. Navy
	Detonator Cartridge	U.S. Navy
	Safe and Arm	U.S. Navy
	Explosive Bolt	U.S. Air Force
	Harness Assembly	U.S. Air Force
	Drogue FLSC Severance	U.S. Navy
	SUS Tube	U.S. Navy
	Seal	U.S. Navy
	Ferrule Manifold	U.S. Navy
	Initiator Interdictor	U.S. Navy
	Output/Input Line	U.S. Navy
	Time Delays	U.S. Navy
	0.4 Second Delay Initiator	U.S. Navy
	Selector Valve	U.S. Navy

ATTACHMENT (Continued)


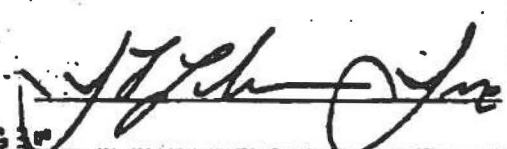
<u>Category</u>	<u>Commodity</u>	<u>Purchasing U.S. Government</u>
	Drogue Cutter Severance	U.S. Navy
	Rapid Deflagrating Cord	U.S. Navy
	Transfer Booster	U.S. Army
	Crimped Charge	U.S. Army
	Electric Detonator	U.S. Army
	Percussion Primer	U.S. Navy
	TECHNICAL DATA	
	Canopy Removal/Interseat Sequencing System	U.S. Navy/NASA
	Canopy Fracturing System, AH-1 Helicopter	U.S. Navy/Army
	Pyrotechnic Initiation System	U.S. Army

06/29/99

15:46

JFLEHMAN & CO → GD&C - LOS ANGELES

NO.215 005

J. F. LEHMAN & COMPANY, INC. CORPORATE CHECKING 2001 JEFFERSON DAVIS HIGHWAY SUITE 607 ARLINGTON, VA 22202		FIRST VIRGINIA BANK FALLS CHURCH, VA 80-111560	3301
		6/28/1999	
Pay to the Order of	Department of State	\$	2,200.00
Two Thousand Two Hundred and 00/100			
Department of State			
Form DSP-9 Reg Application			
⑈003301⑈ ⑆056001118⑆ 0170 2963⑈			

J. F. LEHMAN & COMPANY, INC. / CORPORATE CHECKING
Department of State

6/28/1999

3301

2,200.00

FVB

Form DSP-9 Reg Application

2,200.00



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUN 19 1939

Bill Jones

Secretary of State

ARTICLES OF INCORPORATION
OF

JUN 17 1999

HILL JONES, SECRETARY OF STATE

McCORMICK SELPH, INC.

One: The name of this Corporation is:

McCormick Selph, Inc.

Two: The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

Three: The name in the State of California of this Corporation's initial agent for service of process in accordance with subdivision (b) of Section 1502 of the General Corporation Law is:

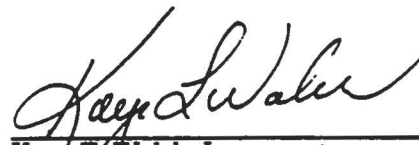
National Registered Agents, Inc.

Four: The Corporation is authorized to issue only one class of shares of stock; and the total number of shares which this Corporation is authorized to issue is One Thousand (1,000).

Five: The liability of the directors of this Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

Six: The Corporation is authorized to provide indemnification of its agents (as such term is defined in Section 317 of the California General Corporation Law) to the fullest extent permissible under California law.

DATED: June 17, 1999


Kaye T. Walsh, Incorporator

FA991680.064





United States Department of State

*Bureau of Political-Military Affairs
Office of Defense Trade Controls*

Washington, D.C. 20520-0602

Thursday, July 15, 1999

Louis Mintz, Vice President
MCCORMICK SELPH, INC.
3601 Union Road
HOLLISTER, CA 95023

Dear Registrant:

We have completed the processing of your registration application. Your new PM/ DTC Code is: 070313932. The first four digits of the code are the month and year of expiration of your registration.

Please distribute this code to officials of your organization (to include divisions and subsidiaries) empowered by you to submit license applications to this office. License applications received after the expiration date of your registration will be returned to you without action.

If you have any questions regarding your registration, please call Deloris Kinard, Registrar, at (703)812-2570 or (703)875-6644, and select the "Registration" option 3, on the telephone menu, or send a fax to (703)875-6663.

Sincerely,

for Deloris T. Kinard
Philip S. Rhoads
Chief

Compliance Enforcement Branch

MCCORMICK SELPH, INC.

3601 Union Road
Hollister, CA 950223
(831) 637-3731

July 15, 1999

Delores Kinard
Office of Defense Trade Controls (PM/DTC)
Room 200, SA-6
Department of State
Washington, DC 20522-0602
Fax: (703) 875-5663

Dear Ms. Kinard:

On behalf of McCormick Selph, Inc., it is our understanding that tghе DSP-9 Application filed by McCormick Selph, Inc., dated June 28, 1999 (a copy of which is attached hereto), has been approved by the Office of Defense Trade Controls and a registration code has been issued.

As receipt of this registration code is critical to McCormick Selph, Inc. in connection with various transactions closing today and tomorrow, we ask that you immediately fax the new registration code for McCormick Selph, Inc. to the following person:

Mark S. Lahive
Gibson, Dunn & Crutcher
Fax: 212-351-4035 and (213) 229-6694.

As this matter is of the utmost importance to McCormick Selph, Inc., your immediate attention to this matter would be greatly appreciated.

Louis N. Mintz - Vice President, Treasurer and
Assistant Secretary of McCormick Selph, Inc.